

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 16143 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 11/01/2005 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

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

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

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

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

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

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

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

3. APPLICATION FOR SERVICE

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

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

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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

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

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

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

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

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

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | 4.4.3 The Receipt Point(s) and Delivery Point(s); |
| | 4.4.4 Term of Service |
| | 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| | 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| | 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| | 4.4.6 Upstream Pipeline Contact Information for Confirmations |
| | 4.4.7 Indexes: |
| | 4.4.7.1 Applicable Monthly Index; |
| | 4.4.7.2 Applicable Index Adder; and |
| | 4.4.7.3 Applicable Daily Index |
| | 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| | 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| | 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| | 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| | 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| | 5. SCHEDULING AND NOMINATIONS |
| | 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| | (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| | (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| | (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| | 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

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

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****AVAILABILITY**

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

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

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

DEFINITIONS

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

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

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

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

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

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

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

WRITTEN SERVICE AGREEMENT

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

CURTAILMENT

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

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point.

Measurement at the Delivery Point shall be in accordance with the General Terms.

Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

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

Original Rate Schedule T-91 S-20

Replaces Rate Schedule T-91 S

Effective 06-18-20

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

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

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

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

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

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

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

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

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

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

12.6 Multi-day Imbalances

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

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

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

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

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

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

12.7 Monthly Imbalances

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16143 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Out Index specified in the Agreement.

13. BILLING AND PAYMENT

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

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

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

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 16143 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 16143 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 16143****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58942 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: SMITHVILLE, ENV.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 78742 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: FLORESVILLE, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42969 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BASTROP, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

TYPE SERVICE PROVIDED

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|-----------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 16144 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/05/2019 | |
| INITIAL SERVICE DATE: 04/01/2005 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 07/11/2019 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 7/11/19: Replacing RS T69 with T90 C and Terms and Conditions T90 A & B | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 34371 | CENTERPOINT ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

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

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

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

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

2.4 The term Btu shall mean British Thermal Unit.

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

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

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

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

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

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

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

The Exhibit A

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

3. APPLICATION FOR SERVICE

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

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

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

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

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

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

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

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

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

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

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

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

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

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

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

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

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

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

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

4.4.4 Term of Service

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 16144 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES | | |
| | 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | |
| | First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions | | |
| PSIF-13 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019. | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-92 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 11. FACILITIES | | |
| | 11.1 For all meters being served under these General Terms for Transportation Service: | | |
| | 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. | | |
| | 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

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

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

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

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

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

12.6 Multi-day Imbalances

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

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

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

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

12.7 Monthly Imbalances

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

16.2 Force Majeure

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

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

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

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

T-90 C

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

AVAILABILITY

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

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

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

NET MONTHLY RATE

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

- (i) Customer Charge @ \$342.58;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu
@ \$0.7500/MMBtu Next 750 MMBtu
@ \$0.6000/MMBtu Over 1,500 MMBtu
@ \$0.4500/MMBtu
- iv) Payments to Government Authorities, as defined herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

NET MONTHLY RATE (cont'd)

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

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

CONTRACT DEMAND

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

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

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

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

OTHER CHARGES

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

BILLING AND PAYMENT

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

NATURAL GAS ACT

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

WRITTEN SERVICE AGREEMENT

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

CURTAILMENT

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

MEASUREMENT

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

GENERAL TERMS AND CONDITIONS

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

Original Rate Schedule T-90 C

Replaces Rate Schedule T-90

Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 150 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 155 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HUNTSVILLE, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55671 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55672 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DICKINSON, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55673 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55675 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55678 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LA PORTE, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58916 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSHARON, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58921 | D | MMBtu | \$.0000 | 04/01/2005 | N |

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58923 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CHANNEL AREA, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58925 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CROSBY, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58926 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58929 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MONTGOMERY COUNTY, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58931 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SEABROOK, ENV.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58932 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SHENANDOAH, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58933 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58934 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TEAL RUN, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58936 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WOODLANDS, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 02/01/2007 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66266 | D | MMBtu | \$.0000 | 02/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JONES CREEK, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67772 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68171 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: OYSTER CREEK, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68835 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FREEPORT, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68836 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BROOKSHIRE, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 16144 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 68837 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: ANGLETON, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68838 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BARRETT'S SETTLEMENT, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73134 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTH HOUSTON, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73135 | D | MMBtu | \$.0000 | 02/01/2012 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HIGHLANDS, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73142 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GALENA PARK, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73145 | D | MMBtu | \$.0000 | 01/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CROSBY, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77967 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78248 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PORTER, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80629 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WILLIS, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 16144****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 10 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: ANGLETON, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 149 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 87308 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: ROSENBERG, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

TYPE SERVICE PROVIDED

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

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

The parties are affiliated.

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|-------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 19411 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 08/01/2007 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/1/20: Add new Rate Schedule T-91 S-20 and new General Terms and Conditions effective 6/18/20 | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 28436 | RANDOLPH AIR FORCE BASE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|-----------------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

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

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

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

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

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

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

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

3. APPLICATION FOR SERVICE

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

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

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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

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

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

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

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

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

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

5. SCHEDULING AND NOMINATIONS

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

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

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

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

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 19411 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

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

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

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

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

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

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

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

12.6 Multi-day Imbalances

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

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

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

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

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

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

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

13. BILLING AND PAYMENT

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

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

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

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

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

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

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

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

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

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

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

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

AVAILABILITY

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

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

DEFINITIONS

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

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

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

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

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

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

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

BILLING AND PAYMENT

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

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 19411 |
|------------------------|-----------------------------|

| |
|-------------------------------|
| CURRENT RATE COMPONENT |
|-------------------------------|

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 S-20 Replaces Rate Schedule T-91 S Effective 06-18-20</p> |

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
| None |

| |
|------------------------|
| DELIVERY POINTS |
|------------------------|

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|--|-------------|-------------------------|-----------------------|-----------------------|---------------------|
| 66345 | D | MMBtu | \$.0000 | 07/11/2019 | N |
| DESCRIPTION: UNIVERSAL CITY, INC. | | | | | |
| Customer | 28436 | RANDOLPH AIR FORCE BASE | | | |

| |
|------------------------------|
| TYPE SERVICE PROVIDED |
|------------------------------|

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

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|--|
| FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY |
|--|

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 20587 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 05/08/2020 | |
| INITIAL SERVICE DATE: 06/01/2008 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2018 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): EFFECTIVE 12/1/19: THIS TARIFF IS NO LONGER ACTIVE | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29240 | LUMINANT ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
 CENTERPOINT ENERGY ENTEX
 GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
 SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

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

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

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

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

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

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

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

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

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

12.6 Multi-day Imbalances

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

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

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

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

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

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

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

14. SSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 20587 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions</p> |
| PSIF-13 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019. |
| T-90 | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-90</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Divisions, as defined in the contract contemplated hereby,
 (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
 (e) Company does not take title to or own the gas so transported.

DEFINITIONS

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

NET MONTHLY RATE

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

- (i) Customer Charge @ \$300.00;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.

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

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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

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

CONTRACT DEMAND

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

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

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

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

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

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

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

BILLING AND PAYMENT

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

NATURAL GAS ACT

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

WRITTEN SERVICE AGREEMENT

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

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

MEASUREMENT

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

GENERAL TERMS AND CONDITIONS

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

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

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

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

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

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

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

2.4 The term Btu shall mean British Thermal Unit.

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|-----------------------------|---|
| | <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> <p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> <p>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> <p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE</p> <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.</p> <p>3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.</p> <p>3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.</p> <p>3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

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

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

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

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

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

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

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

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

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

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

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

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

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

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

4.4.4 Term of Service

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

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

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

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

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

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

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

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

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

5. SCHEDULING AND NOMINATIONS

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

9. UNACCEPTABLE QUANTITIES

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

10. GAS TRANSPORTED BY COMPANY

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

| |
|-------------------------------|
| CURRENT RATE COMPONENT |
|-------------------------------|

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions |

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
|------------------------------------|

| |
|------|
| None |
|------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 352 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55675 | D | MMBtu | \$.0000 | 03/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58921 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20587 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58935 | D | MMBtu | \$.0000 | 06/01/2008 | N |

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 58943 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: GALENA PARK, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 66267 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: WHARTON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 68836 | D | MMBtu | \$.0000 | 07/01/2008 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BROOKSHIRE, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 68837 | D | MMBtu | \$.0000 | 01/01/2008 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: ANGLETON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 20685 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 04/16/2019 | |
| INITIAL SERVICE DATE: 12/01/2008 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2018 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 4/1/19: Add Pipeline Safety Inspection Fee | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

PSIF-13

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

T-91

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91

AVAILABILITY

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

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

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

DEFINITIONS

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

NET MONTHLY RATE

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

- (i) Customer Charge @ \$300.00;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

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

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; **NET MONTHLY RATE**
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

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

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

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

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

NATURAL GAS ACT

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

WRITTEN SERVICE AGREEMENT

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

CURTAILMENT

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

MEASUREMENT

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

GENERAL TERMS AND CONDITIONS

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

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

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

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

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

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

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

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

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

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

12.6 Multi-day Imbalances

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

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

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

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

12.7 Monthly Imbalances

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Out Index specified in the Agreement.

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

payment is due; or

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions</p> |
| Tnspt Terms T-91A | <p>Continuation from Tnspt Terms T-90 A.</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

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

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

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

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

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

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

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

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

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

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

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

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

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

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

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

16.2 Force Majeure

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

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions</p> |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 20685 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 23 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 48 | D | MMBtu | \$.0000 | 12/01/2008 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: CARTHAGE, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 108922 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: ELGIN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBtu | \$6.7231 | 07/02/2003 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42991 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HENDERSON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43009 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43028 | D | MMBtu | \$.0000 | 12/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TENAHA, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22129 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 05/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Adding new Rate Schedule T-90 H-20 and General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29240 | LUMINANT ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

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

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

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

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

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

2.4 The term Btu shall mean British Thermal Unit.

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

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

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

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

2.9 The term Delivery Point shall mean

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

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

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

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

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

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

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

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

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

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

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

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

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

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

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

3. APPLICATION FOR SERVICE

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22129 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 3.6.1.1 A copy of Shipper's most recent audited financial statements; | | |
| | 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; | | |
| | 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and | | |
| | 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. | | |
| | 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: | | |
| | 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. | | |
| | 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. | | |
| | 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. | | |
| | 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: | | |
| | (a) a continuing deposit equal to a minimum | | |
| | 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT | | |
| | 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. | | |
| | 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. | | |
| | 4.3 All approved Shippers must submit an Exhibit A for any of the following: | | |
| | 4.3.1 A request to initiate transportation service at a specified Delivery Point; | | |
| | 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; | | |
| | 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or | | |
| | 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. | | |
| | 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: | | |
| | 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; | | |
| | 4.4.2 Gas Quantities: | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

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

10. GAS TRANSPORTED BY COMPANY

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

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

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

12.6 Multi-day Imbalances

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

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

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

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

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

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

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

12.6 Multi-day Imbalances

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

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

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

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

12.7 Monthly Imbalances

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

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

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

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

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

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

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

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

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

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

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

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

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

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

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

BILLING AND PAYMENT

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

NATURAL GAS ACT

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

WRITTEN SERVICE AGREEMENT

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

CURTAILMENT

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 194 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 05/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55673 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 12/01/2010 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 67773 | D | MMBtu | \$.0000 | 05/01/2009 | N |

DESCRIPTION: LIVERPOOL, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68172 | D | MMBtu | \$.0000 | 12/01/2012 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NASSAU BAY, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68836 | D | MMBtu | \$.0000 | 05/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BROOKSHIRE, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73134 | D | MMBtu | \$.0000 | 12/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTH HOUSTON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 10/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73144 | D | MMBtu | \$.0000 | 10/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BELLAIRE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77072 | D | MMBtu | \$.0000 | 12/01/2010 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SPRING VALLEY, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBtu | \$.0000 | 11/01/2016 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77075 | D | MMBtu | \$.0000 | 06/01/2010 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77972 | D | MMBtu | \$.0000 | 12/01/2011 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FREEPORT, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22129 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 77973 | D | MMBtu | \$.0000 | 07/01/2011 | N |

DESCRIPTION: CLUTE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 02/01/2016 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 80624 | D | MMBtu | \$.0000 | 07/01/2012 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 86375 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: MONT BELVIEU, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22130 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 05/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

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

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

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

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

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

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

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

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

3. APPLICATION FOR SERVICE

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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

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

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

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

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

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

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

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

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| (A) | inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| (B) | higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| (C) | not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

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

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

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

7. RECEIPT OF GAS FOR TRANSPORT

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

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

8. WARRANTY OF TITLE

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

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

10. GAS TRANSPORTED BY COMPANY

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

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

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

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

12. BALANCING

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

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

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

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

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

12.6 Multi-day Imbalances

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

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

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

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

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

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

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

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

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

12.6 Multi-day Imbalances

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

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

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

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

12.7 Monthly Imbalances

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

13. BILLING AND PAYMENT

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

13.2 Shipper shall remit the amount due under Section

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

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

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

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

14. ASSURANCE OF PERFORMANCE

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

15. EVENT OF DEFAULT AND EARLY TERMINATION

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

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

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

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

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

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

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

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

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

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

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

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

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

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

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

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

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

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

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

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

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

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

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

ANNUAL RATE ADJUSTMENT

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

EQUIVALENT QUANTITY OF NATURAL GAS

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

PAYMENTS TO GOVERNMENTAL AUTHORITIES

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

OTHER CHARGES

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

BILLING AND PAYMENT

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

NATURAL GAS ACT

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

WRITTEN SERVICE AGREEMENT

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

CURTAILMENT

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22130 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 288 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58926 | D | MMBtu | \$.0000 | 12/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77967 | D | MMBtu | \$.0000 | 02/01/2015 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77972 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FREEPORT, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 22130****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 77977 | D | MMBtu | \$.0000 | 06/01/2011 | N |

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 80624 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22196 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 01/12/2021 | |
| INITIAL SERVICE DATE: 06/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 11/1/20: Add Delivery Point - Kilgore Inc | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22196 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| Tnspt Terms T-91A | CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 1. APPLICABILITY | | |
| | 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20 | | |
| | 2. DEFINITIONS | | |
| | 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. | | |
| | 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. | | |
| | 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. | | |
| | 2.4 The term Btu shall mean British Thermal Unit. | | |
| | 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. | | |
| | 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). | | |
| | 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. | | |
| | 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. | | |
| | 2.9 The term Delivery Point shall mean | | |
| | (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; | | |
| | (b) where Company has adequate capacity; | | |
| | (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and | | |
| | (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. | | |
| | 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. | | |
| | 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. | | |
| | The Exhibit A | | |
| | (a) will contain specified information as described in Section 4 herein; | | |
| | (b) will require signed acknowledgement of the Shipper and the End-use Customer; and | | |
| | (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. | | |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. | | |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. | | |
| | 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. | | |
| | 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

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

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

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

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

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

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

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

3. APPLICATION FOR SERVICE

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

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

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

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

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

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

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

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

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

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

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

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

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

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

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

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

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

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

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

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

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

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

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

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

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

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22196 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****AVAILABILITY**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E

Replaces Rate Schedule T-91

Effective 07-11-19

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22196 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

TARIFF CODE: DT **RRC TARIFF NO: 22196**

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 48 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: CARTHAGE, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 60 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: CLEVELAND, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 110296 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: LINDEN ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 155 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HUNTSVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 302 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: RUSK, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 34649 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MT. PLEASANT

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 34653 | D | MMBtu | \$.3405 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DANGERFIELD

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TYLER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 42975 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: CARTHAGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CENTER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42982 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CORRIGAN, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42983 | D | MMBtu | \$.0000 | 09/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CORRIGAN, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42985 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DAYTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42987 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DIBOLL, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42989 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GLADEWATER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42990 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HENDERSON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42997 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JACKSONVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42999 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JASPER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22196 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43009 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43011 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MARSHALL, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43012 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NACAGDOCHES, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43030 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TYLER, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 45345 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58938 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MT. PLEASANT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71798 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KILGORE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77125 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VIDOR, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 85545 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUGHES SPRINGS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86373 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ORE CITY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 22196****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 93065 | D | MMBtu | \$.0000 | 08/01/2019 | Y |

DESCRIPTION: **CONFIDENTIAL**

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22567 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 12/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Adding new Rate Schedule T-90 H-20 and General Terms and Conditions | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGE CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | INACTIVE DATE: | |
| ADDRESS LINE 1: P.O. Box 2628 | | LAST NAME: Livingston | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| T-90 RIDER 1 | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-90 RIDER 1</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule Rider shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule Rider is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</p> <p>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</p> <p>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,</p> <p>(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 1,750 MMBtu per day, based on Company's estimate, and</p> <p>(e) Company does not take title to or own the gas so transported.</p> <p>NET MONTHLY RATE</p> <p>Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) Distribution Charge @ \$0.0500/MMBtu (ii) Payments to Government Authorities, as defined in Rate Schedule T-90.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 Rider 1 Replaces Revised Rate Schedule T-69 Effective 10-01-18 Rider 1</p> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | 2.4 The term Btu shall mean British Thermal Unit. |
| | 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. |
| | 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). |
| | 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. |
| | 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. |
| | 2.9 The term Delivery Point shall mean <ul style="list-style-type: none"> (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. |
| | 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. |
| | 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A <ul style="list-style-type: none"> (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. |
| | 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. |
| | 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. |
| | 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. |
| | 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. |
| | 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. |
| | 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. |
| | 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22567 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | (a) a continuing deposit equal to a minimum | | |
| | 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT | | |
| | 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. | | |
| | 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. | | |
| | 4.3 All approved Shippers must submit an Exhibit A for any of the following: | | |
| | 4.3.1 A request to initiate transportation service at a specified Delivery Point; | | |
| | 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; | | |
| | 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or | | |
| | 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. | | |
| | 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: | | |
| | 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; | | |
| | 4.4.2 Gas Quantities: | | |
| | 4.4.2.1 The MDQ; | | |
| | 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule | | |
| | 4.4.3 The Receipt Point(s) and Delivery Point(s); | | |
| | 4.4.4 Term of Service | | |
| | 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; | | |
| | 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. | | |
| | 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; | | |
| | 4.4.6 Upstream Pipeline Contact Information for Confirmations | | |
| | 4.4.7 Indexes: | | |
| | 4.4.7.1 Applicable Monthly Index; | | |
| | 4.4.7.2 Applicable Index Adder; and | | |
| | 4.4.7.3 Applicable Daily Index | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22567 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |
| | 11.1 For all meters being served under these General Terms for Transportation Service: | | |
| | 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. | | |
| | 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages. | | |
| | 11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. | | |
| | 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-90 H-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$335.16; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,160.16; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22567 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4,0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22567 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. | | |
| | OTHER CHARGES | | |
| | Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances. | | |
| | BILLING AND PAYMENT | | |
| | Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. | | |
| | NATURAL GAS ACT | | |
| | Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. | | |
| | WRITTEN SERVICE AGREEMENT | | |
| | Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. | | |
| | CURTAILMENT | | |
| | In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). | | |
| | MEASUREMENT | | |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. | | |
| | GENERAL TERMS AND CONDITIONS | | |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. | | |
| | Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20 | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| | None | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 22567****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22572 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 09/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 07/11/2019 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29240 | LUMINANT ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22572 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1171">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1171 1508 1203">1. APPLICABILITY</p> <p data-bbox="284 1203 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22572 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43009 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42997 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JACKSONVILLE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22572 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22574 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 10/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22574 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22574 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22574 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | <p>16.2 Force Majeure</p> | | |
| | <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> | | |
| | <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> | | |
| | <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> | | |
| | <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> | | |
| | <p>AVAILABILITY</p> | | |
| | <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 302 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: RUSK, INC.

| | |
|-----------------|---------------------------------|
| Customer | 41398 TEXAS GENERAL LAND OFFICE |
|-----------------|---------------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 85721 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BUNA, ENVIRONS

| | |
|-----------------|---------------------------------|
| Customer | 41398 TEXAS GENERAL LAND OFFICE |
|-----------------|---------------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 216 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, ENVIRONS

| | |
|-----------------|---------------------------------|
| Customer | 41398 TEXAS GENERAL LAND OFFICE |
|-----------------|---------------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 252 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: ORANGE, ENVIRONS

| | |
|-----------------|---------------------------------|
| Customer | 41398 TEXAS GENERAL LAND OFFICE |
|-----------------|---------------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22574 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 22575 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 10/01/2009 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 202 | D | MMBtu | \$.0000 | 10/01/2009 | N |

DESCRIPTION: LEAGUE CITY, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55673 | D | MMBtu | \$.0000 | 05/01/2013 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58936 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WOODLANDS, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 05/01/2013 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 22575 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 67772 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73134 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTH HOUSTON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73135 | D | MMBtu | \$.0000 | 05/01/2013 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HIGHLANDS, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77075 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77983 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JERSEY VILLAGE, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80624 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 87308 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 92630 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FULSHEAR, INC

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 22575****TYPE SERVICE PROVIDED**

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
|------------------------|----------------------------|-------------------------------|

| | | |
|---|----------------|--|
| H | Transportation | |
|---|----------------|--|

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23274 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: 10/01/2010 | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 31483 | COKINOS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBTu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 23274****CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H-20

Replaces Rate Schedule T-90 H

Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 66267 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: WHARTON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67772 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68172 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NASSAU BAY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71800 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HEDWIG VILLAGE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73134 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTH HOUSTON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73144 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BELLAIRE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 23274****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 77075 | D | MMBTu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: ROSENBERG, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77967 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77977 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 78744 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: FRIENDSWOOD, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 78920 | D | MMBTu | \$.0000 | 08/01/2010 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: MONT BELVIEU, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 80625 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KEMAH, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 80626 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PEARLAND, ENVIRONS

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 85417 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PINEY POINT VILLAGE, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 85938 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BUNKER HILL VILLAGE, INC.

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 86375 | D | MMBTu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: MONT BELVIEU, ENVIRONS

| | | |
|----------|-------|---------|
| Customer | 31483 | COKINOS |
|----------|-------|---------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 23274****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 194 | D | MMBtu | \$.0000 | 08/01/2014 | N |

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 202 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LEAGUE CITY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 288 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55672 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DICKINSON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55673 | D | MMBtu | \$.0000 | 12/01/2010 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 09/01/2014 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23274 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58932 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: SHENANDOAH, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58936 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WOODLANDS, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23277 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: 10/01/2010 | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGING CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | INACTIVE DATE: | |
| ADDRESS LINE 1: P.O. Box 2628 | | LAST NAME: Livingston | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| | | EXTENSION: | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23277 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23277 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23277 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | <p>16.2 Force Majeure</p> | | |
| | <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> | | |
| | <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> | | |
| | <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> | | |
| | <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> | | |
| | <p>AVAILABILITY</p> | | |
| | <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23277 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

T-91 RIDER 2

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91 RIDER 2

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 350 MMBtu per day,
- (e) End-use Customer has direct access to natural gas service from other pipelines, and
- (e) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$500.00;
- (ii) Distribution Charge @ \$0.0600/MMBtu
- (iii) Payments to Government Authorities, as defined in Rate Schedule T-91.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 Rider 2
Replaces Revised Rate Schedule T-65
Effective 10-01-18
Rider 3

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 23277****RATE ADJUSTMENT PROVISIONS:**

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 42978 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: CHEEK, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23716 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 03/01/2010 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 32588 | MARABOU | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--------------------|
|----------------------|--------------------|

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23716 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23716 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | |
|---|--|--------------------------------------|------------------------------|------------------------------|----------------------------|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | | |
| TARIFF CODE: DT | RRC TARIFF NO: 23716 | | | | |
| CURRENT RATE COMPONENT | | | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | | | |
| | customers or that exceeds the available capacity of Company's facilities. | | | | |
| | 10. GAS TRANSPORTED BY COMPANY | | | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | | | |
| | Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | | | |
| RATE ADJUSTMENT PROVISIONS: | | | | | |
| None | | | | | |
| DELIVERY POINTS | | | | | |
| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
| 43009 | D | MMBtu | \$.0000 | 10/01/2018 | N |
| <u>DESCRIPTION:</u> LUFKIN, INC. | | | | | |
| Customer | 32588 | MARABOU | | | |
| TYPE SERVICE PROVIDED | | | | | |
| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> | | | |
| H | Transportation | | | | |
| TUC APPLICABILITY | | | | | |
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> | | | | | |
| Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy. | | | | | |
| I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction. | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23717 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 12/01/2010 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 32588 | MARABOU | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| (A) | inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| (B) | higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| (C) | not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23717 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-90 H-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> <p>DEFINITIONS</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23717 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H-20

Replaces Rate Schedule T-90 H

Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 32588 | MARABOU |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 32588 | MARABOU |
|-----------------|-------|---------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23720 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/01/2010 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/1/20: Add new Rate Schedule T-91 S-20 and new General Terms and Conditions effective 6/18/20 | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Adding several Delivery Points to this tariff. | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 31483 | COKINOS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | 4.4.3 The Receipt Point(s) and Delivery Point(s); |
| | 4.4.4 Term of Service |
| | 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| | 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| | 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| | 4.4.6 Upstream Pipeline Contact Information for Confirmations |
| | 4.4.7 Indexes: |
| | 4.4.7.1 Applicable Monthly Index; |
| | 4.4.7.2 Applicable Index Adder; and |
| | 4.4.7.3 Applicable Daily Index |
| | 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| | 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| | 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| | 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| | 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| | 5. SCHEDULING AND NOMINATIONS |
| | 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| | (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| | (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| | (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| | 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23720 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's South Texas Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 23720 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 S-20 Replaces Rate Schedule T-91 S Effective 06-18-20</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43013 | D | MMBtu | \$.0000 | 06/01/2020 | N |

DESCRIPTION: NEW BRAUNFELS, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43019 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SAN MARCOS, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43023 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SEGUIN, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43032 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VICTORIA, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55674 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: EL CAMPO, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77065 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GIDDINGS, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77071 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PLEASANTON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 23720 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24231 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: 06/01/2011 | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24231 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| Tnspt Terms T-86 A | | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-86</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following rate schedule(s): Rate Schedule T-86</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a state-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the largest campus will be, based on Company's best estimate, a minimum of 250 Mcf per day; (d) where the actual consumption of any other campus will be, based on Company's best estimate, a minimum of 25 Mcf per day; and (e) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24231 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| | | <p>the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month: (B) higher than the MDO specified in the Agreement for the applicable</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 24231

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Tnspt Terms T-86 B

Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised T-86 Terms & Conditions Replaces Revised T-86 Terms & Conditions Effective 05-01-2016

Continuation from Tnspt Terms T-86 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-86 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24231 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| | | <p>estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstitution of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 24231

CURRENT RATE COMPONENT

RATE COMP. ID

DESCRIPTION

Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

| Overage | Underage Imbalance Level | The Company Pays Shipper the | Shipper Pays the |
|-----------------------------|--------------------------|------------------------------|---|
| Following Percentage of the | Company the Following | Out Price From 0% to 5% | Cash-Out Price |
| Percentage of the Cash- | | | |
| 100% | 100% From 5% to 10% | 80% | 120% From 10% to 15% |
| 70% | 130% From 15% to 20% | 60% | 140% Greater than |
| 20% | 50% | 150% | 12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out |

Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 24231

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24231 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY’S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised T-86 Terms & Conditions Replaces Revised T-86 Terms & Conditions Effective 05-01-2016</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-86 | <p>AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a state-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a monthly service charge of \$4,400.00 per campus; plus (ii) a rate per MMBtu per campus for all gas transported to the facilities of an End-user Customer at the campus during a billing period equal to the sum of: First 3,000 MMBtu @ \$0.40 per MMBtu Over 3,000 MMBtu @ \$0.10 per MMBtu; plus (iii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24231 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). **MEASUREMENT** The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. **GENERAL TERMS AND CONDITIONS** Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 06/01/2011 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24381 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/30/2020 | |
| INITIAL SERVICE DATE: 03/01/2011 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 8/1/20: Adding back Delivery Point - Nacogdoches Inc | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|-----------------------------|--|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24381 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1182">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1182 1508 1213">1. APPLICABILITY</p> <p data-bbox="284 1213 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|------------------|--------------------|--------------------|------------------------------|------------------------------|----------------------------|
| 42991 | D | MMBTu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HENDERSON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43009 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77066 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CROCKETT, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBTu | \$.0000 | 08/01/2020 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24381 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24383 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 04/01/2011 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33146 | VISTA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBTu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| (A) | inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| (B) | higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| (C) | not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24383 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 24383****CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H-20

Replaces Rate Schedule T-90 H

Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 202 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LEAGUE CITY, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55678 | D | MMBtu | \$.0000 | 07/01/2012 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LA PORTE, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55679 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58923 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CHANNEL AREA, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBtu | \$.0000 | 06/01/2011 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24383 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24758 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 01/01/2012 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33495 | NORTH STAR GAS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBTu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 24758 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 24758 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 55673 | D | MMBtu | \$.0000 | 09/01/2012 | N |

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 06/01/2012 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67773 | D | MMBtu | \$.0000 | 10/01/2018 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LIVERPOOL, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73142 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GALENA PARK, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25207 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 06/01/2012 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Adding new Rate Schedule T-90 H-20 and General Terms and Conditions | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGING CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | INACTIVE DATE: | |
| ADDRESS LINE 1: P.O. Box 2628 | | LAST NAME: Livingston | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

T-90 RIDER 2

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-90 RIDER 2

AVAILABILITY

Service under this Rate Schedule Rider shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule Rider is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 250 MMBtu per day, (e) End-use Customer has direct access to natural gas service from other pipelines, and (f) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,000.00
- (ii) Distribution Charge @ \$0.1000/MMBtu
- (iii) Payments to Government Authorities, as defined in Rate Schedule T-90.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 Rider 2
Replaces Revised Rate Schedule T-69
Effective 10-01-18
Rider 2 and Rider 3

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25207 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 4.4.7.3 Applicable Daily Index | | |
| | 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. | | |
| | 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. | | |
| | 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. | | |
| | 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. | | |
| | 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. | | |
| | 5. SCHEDULING AND NOMINATIONS | | |
| | 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: | | |
| | (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; | | |
| | (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or | | |
| | (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. | | |
| | 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25207 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92</p> <p>Effective 06-18-2020</p> <p>Terms & Conditions</p> <p>PSIF-14 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> <p>Tnspt Terms T-90B Continuation from Tnspt Terms T-90 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of
 (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum;
 or
 (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:
 (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

T-90 H-20 Corrected

pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
 - First 750 MMBtu @ \$0.7500/MMBtu
 - Next 750 MMBtu @ \$0.6000/MMBtu
 - Over 1,500 MMBtu @ \$0.4500/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25207 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H-20
Replaces Rate Schedule T-90 H
Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 25207****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 25673****DESCRIPTION:** Distribution Transportation**STATUS:** A**OPERATOR NO:****ORIGINAL CONTRACT DATE:****RECEIVED DATE:** 08/20/2020**INITIAL SERVICE DATE:** 07/01/2012**TERM OF CONTRACT DATE:****INACTIVE DATE:****AMENDMENT DATE:** 06/01/2020**CONTRACT COMMENT:** None**REASONS FOR FILING****NEW FILING:** N**RRC DOCKET NO:****CITY ORDINANCE NO:****AMENDMENT(EXPLAIN):** Effective 6/1/20: Add new Rate Schedule T-91 S-20 and new General Terms and Conditions effective 6/18/20**OTHER(EXPLAIN):** None**PREPARER - PERSON FILING****RRC NO:** 1182**ACTIVE FLAG:** Y**INACTIVE DATE:****FIRST NAME:** Pandy**MIDDLE:****LAST NAME:** Livingston**TITLE:** Reg. Data Specialist**ADDRESS LINE 1:** P.O. Box 2628**ADDRESS LINE 2:****CITY:** Houston**STATE:** TX**ZIP:** 77252**ZIP4:** 2628**AREA CODE:** 713**PHONE NO:** 207-5571**EXTENSION:****CUSTOMERS**

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|----------------------|----------------------|-----------------------|
|--------------------|----------------------|----------------------|-----------------------|

| | | | |
|-------|----------------|--|--|
| 33495 | NORTH STAR GAS | | |
|-------|----------------|--|--|

| | | | |
|--|--|---|--|
| | | N | |
|--|--|---|--|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25673 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25673 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's South Texas Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point.

Measurement at the Delivery Point shall be in accordance with the General Terms.

Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation

Service, as amended from time to time.

Original Rate Schedule T-91 S-20

Replaces Rate Schedule T-91 S

Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 80460 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: CONVERSE, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80461 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: POTH, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25673 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25886 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 07/29/2020 | |
| INITIAL SERVICE DATE: 02/01/2013 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 05/01/2016 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGE CUSTOMER FROM CENTERPOINTE ENERGY SERVICE TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 25886 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-88 A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-88</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following rate schedule(s): Rate Schedule T-88</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a municipally-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the combined campus or campuses will be, based on Company's best estimate, a minimum of 1,000,000 MMBtu per year; and (d) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25886 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| | | <p>gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | RRC TARIFF NO: 25886 | | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Revised T-88 Terms & Conditions Replaces Original T-88 Terms & Conditions Effective 05-01-2016</p> | | |
| Tnspt Terms T-88 B | Continuation from Tnspt Terms T-88 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-88 11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | RRC TARIFF NO: | 25886 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.2.4 and Section 11.2.5.2. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries at low fixed pressure \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 25886

CURRENT RATE COMPONENT

RATE COMP. ID

DESCRIPTION

Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

| Underage Imbalance Level | The Company Pays Shipper the | Shipper Pays the | Overage | Following Percentage of the |
|--------------------------|------------------------------|------------------|-------------------------|-----------------------------|
| Company the Following | Cash-Out Price | Cash-Out Price | Percentage of the Cash- | |
| 140% Greater than 20% | Out Price From 0% to 5% | 100% | 100% | From 5% to 10% |
| | 120% From 10% to 15% | 70% | 130% | From 15% to 20% |
| | 50% | 150% | 60% | |

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25886 |
|------------------------|-----------------------------|

| |
|-------------------------------|
| CURRENT RATE COMPONENT |
|-------------------------------|

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|---|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25886 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Revised T-88 Terms & Conditions Replaces Original T-88 Terms & Conditions Effective 05-01-2016</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-88 | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-88 AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a municipally-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a rate per MMBtu for all gas transported to the facilities of an End-user Customer at the campus(es) during a twelve month period running from February to January: First 1,500,000 MMBtu @ \$870,000.00 Over 1,500,000 MMBtu @ \$0.10 per MMBtu; plus (ii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. (iii) The \$870,000 charge for the first 1,500,000 MMBtu shall be divided into twelve (12) equal monthly installments of \$72,500.00 for billing purposes. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25886 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> |

RATE ADJUSTMENT PROVISIONS:

| |
|------|
| None |
|------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> | | | | | | |
|---|-------------|--------------------------|-----------------------|-----------------------|---------------------|-----------------|-------|--------------------------|--|--|--|
| 149 | D | MMBtu | \$.0000 | 03/01/2013 | N | | | | | | |
| DESCRIPTION: HOUSTON, INC. | | | | | | | | | | | |
| <table border="1"> <tr> <td>Customer</td><td>40998</td><td colspan="4">SYMMETRY ENERGY SERVICES</td></tr> </table> | | | | | | Customer | 40998 | SYMMETRY ENERGY SERVICES | | | |
| Customer | 40998 | SYMMETRY ENERGY SERVICES | | | | | | | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

The parties are affiliated.

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 25887 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/25/2020 | |
| INITIAL SERVICE DATE: 02/01/2013 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 09/25/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 9-25-20: Replace IIFINITE ENERGY 34368 with the correct spelling INFINITE ENERGY 41325 | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41325 | INFINITE ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| (A) | inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| (B) | higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| (C) | not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92</p> <p>Effective 06-18-2020</p> <p>Terms & Conditions</p> <p>PSIF-14 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

T-90 H-20 Corrected

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
First 750 MMBtu @ \$0.7500/MMBtu
Next 750 MMBtu @ \$0.6000/MMBtu
Over 1,500 MMBtu @ \$0.4500/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H-20
Replaces Rate Schedule T-90 H
Effective 06-18-20

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 25887 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 55670 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58921 | D | MMBtu | \$.0000 | 07/01/2015 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58926 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73142 | D | MMBtu | \$.0000 | 07/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GALENA PARK, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26046 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/19/2019 | |
| INITIAL SERVICE DATE: 03/01/2013 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 07/11/2019 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 7/1/19: Replacing RS T-90 with T-90 H and Terms and Conditions T 90 A & B | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33495 | NORTH STAR GAS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26046 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26046 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions</p> | | |
| PSIF-13 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019. | | |
| T-90 H | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-90 H | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. | | |
| | APPLICATION | | |
| | This Rate Schedule is applicable to gas transportation service, where | | |
| | (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported. | | |
| | DEFINITIONS | | |
| | For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule. | | |
| | NET MONTHLY RATE | | |
| | (A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$314.51; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein. | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26046 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,139.51;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,139.51;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26046 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H Replaces Rate Schedule T-90 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 26046****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|-------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26371 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 04/30/2015 | |
| INITIAL SERVICE DATE: 10/01/2013 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: 11/09/2015 | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Add Pipeline Safety Inspection Fee | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 458 | | ACTIVE FLAG: N | |
| FIRST NAME: Linda | | MIDDLE: G. | |
| TITLE: Suprv. Reg. & Litigation Supp | | LAST NAME: Johnston | |
| ADDRESS LINE 1: P. O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5218 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 34599 | ENERGY TRANSFER COMPANY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26371 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

PSIF-9

PIPELINE SAFETY INSPECTION FEE Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2014 Pipeline Safety Fee is a one-time customer charge per bill of \$1.05, based on \$1.00 per service line. Collected from April 1, 2015 to April 30, 2015.

T-76

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (a) an Exhibit A has been executed after February 28, 2009 between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point; and (d) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book.

NET MONTHLY RATE

The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

- (i) Monthly Service Charge @ \$200.00
- (ii) First 750 MMBtu @ \$1.15 per MMBtu;
- Over 750 MMBtu @ \$0.75 per MMBtu; plus
- (iii) Capacity Charge @ \$0.065 per MMBtu; plus
- (iv) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

TARIFF CODE: DT **RRC TARIFF NO: 26371**

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

EXHIBIT A

TO TRANSPORTATION SERVICE AGREEMENT

Page 1 of 2

SHIPPER INFORMATION Name of Shipper: _____

Shipper's Dunn's Number: _____

Physical Business Address: _____

Shipper's Email Billing Address: _____

when E-mail is sent by Company. _____ Note: Bills are rendered via E-mail and are due and payable
Shipper's Business Email Address: _____

GENERAL INFORMATION Term of Service

Begin Date: _____

End Date: _____

Evergreen: Yes or No

Period of Evergreen: 1 Year, 2 Years, etc. _____

Note: Shipper must provide CenterPoint with written notice canceling this Exhibit A a minimum of 30 days prior to the expiration date of this Exhibit A to avoid automatic renewal through the evergreen mechanism. Rate Schedule: _____

End-User

Facility Information End-User Business Name: _____

End-User Dunn's Number: _____

End-User Physical

Service (Business) Address: _____

End-User Facility Contact

for Operating Information and Emergency Notices Name: _____

Office Telephone: _____

Office Fax: _____

E-Mail Address: _____

Delivery Information Number of Meters Receiving Transportation Service: _____

Delivery Point(s): _____

Receipt Point(s): _____

Quantities: MDQ (in MMBtu/day) _____

Upstream Pipeline Contact for Confirmations Name: _____

Office Telephone: _____

Office

Fax: _____

E-Mail Address: _____

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26371 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

| | |
|--|---|
| <p style="text-align: center;">EXHIBIT A Page 2 of 2</p> <p>Operational Notices Supply Coordinator: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p>Other Notices _____</p> <p>Office Fax: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p>_____</p> <p>Operational Notices Employee Name: _____</p> <p>Fax: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p>All Other Notices Employee Name: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p>_____</p> <p>CALCULATIONS Applicable Monthly Index: _____</p> <p>Daily Index: _____</p> <p>ACKNOWLEDGEMENTS Signature of Shipper: _____</p> <p>End-User: _____</p> | <p style="text-align: center;">TO TRANSPORTATION SERVICE AGREEMENT NOTICES TO SHIPPER</p> <p>Office Fax: _____</p> <p>Office Telephone: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p style="text-align: right;">All</p> <p>Marketing Representative: _____</p> <p>Office Telephone: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p style="text-align: center;">Business Mailing Address: _____</p> <p style="text-align: center;">NOTICES TO END-USER</p> <p style="text-align: right;">Office</p> <p>Office Telephone: _____</p> <p style="text-align: center;">Business E-Mail Address: _____</p> <p style="text-align: center;">Business Mailing Address: _____</p> <p style="text-align: center;">INDEX FOR SHIPPER CASH-OUT</p> <p>Applicable Index Adder or WACOG: _____</p> <p style="text-align: right;">Applicable</p> <p>Date of Execution by Shipper: _____</p> <p style="text-align: right;">Signature of</p> <p>Date of Execution by End-User: _____</p> |
|--|---|

Tnspt Terms T-76 B

Continuation from Tnspt Terms T-76 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-76

11. FACILITIES 11.1 For any Exhibit A effective prior to June 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. 11.2 For any Exhibit A effective on or after June 1, 2012: 11.2.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetering is required for service under these General Terms. Company shall install telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.2.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.2.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. 11.2.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.2.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.2.5.1 Shipper will reimburse Company or cause Company to be reimbursed for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 26371

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

the full, installed cost of such telemetry within 45 days of installation; or 11.2.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month 11.3 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.4 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstatement of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance. 12.6.2 Company shall not be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 26371

CURRENT RATE COMPONENT

RATE COMP. ID

DESCRIPTION

obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

| Underage Imbalance Level | | Overage | |
|-----------------------------|-----------------------|-------------------------|------|
| Following Percentage of the | | Shipper Pays the | |
| Percentage of the Cash- | | Cash-Out Price | |
| | | Out Price From 0% to 5% | |
| 100% | 100% From 5% to 10% | 80% | |
| 120% From 10% to 15% | 70% | 130% From 15% to 20% | 60% |
| | 140% Greater than 20% | 50% | 150% |

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26371 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|---|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26371 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | force majeure. Second Revised T-76 Terms & Conditions Replaces Revised T-76 Terms & Conditions Effective 06-01-2012 | | |
| Tnspt Terms T-76 A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-76</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following rate schedule(s): Rate Schedule T-76</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be, based on Company's best estimate, at least 10 Mcf per day but less than 50 Mcf per day; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26371 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| | | <p>substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-----------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26371 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| | | <p>by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised T-76 Terms & Conditions Replaces Revised T-76 Effective 06-01-2012</p> <p>Terms & Conditions</p> | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 26371****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 12/01/2013 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-------------------------|
| Customer | 34599 | ENERGY TRANSFER COMPANY |
|-----------------|-------|-------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 68838 | D | MMBtu | \$.0000 | 02/01/2014 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BARRETT'S SETTLEMENT, ENVIRONS

| | | |
|-----------------|-------|-------------------------|
| Customer | 34599 | ENERGY TRANSFER COMPANY |
|-----------------|-------|-------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 10/01/2013 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|-------------------------|
| Customer | 34599 | ENERGY TRANSFER COMPANY |
|-----------------|-------|-------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26396 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 07/07/2020 | |
| INITIAL SERVICE DATE: 11/01/2013 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 07/11/2019 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 5/1/20: Add Delivery Point - Houston Env to this tariff | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBTu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: |
| (A) | inconsistent with the recently observed deliveries or projected deliveries for the Service Month; |
| (B) | higher than the MDQ specified in the Agreement for the applicable Delivery Point; or |
| (C) | not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

| | |
|---------|--|
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. |
|---------|--|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

T-90 H

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$314.51;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,139.51;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,139.51;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 H

Replaces Rate Schedule T-90

Effective 07-11-19

Continuation from Tnspt Terms T-90 A.

Tnspt Terms T-90B

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26396 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. | | |
| | 14. ASSURANCE OF PERFORMANCE | | |
| | If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. | | |
| | 15. EVENT OF DEFAULT AND EARLY TERMINATION | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26396 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | Effective 06-18-2020 Terms & Conditions |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 05/01/2020 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITYFACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26632 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 02/01/2014 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26632 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| Tnspt Terms T-87 A | | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-87</p> <p>1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following rate schedule(s): Rate Schedule T-87</p> <p>2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s) unless otherwise specified in the Agreement or the Exhibit A. 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) the campus or campuses of a state-owned entity that is eligible to purchase state royalty gas where all facilities are situated in close geographic proximity and served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of the combined campuses will be, based on Company's best estimate, a minimum of 1,000 Mcf per day; and (d) the natural gas redelivered is for ultimate consumption at such campus or campuses and not for resale or sharing with others. 2.10 The term End-use Customer shall mean state-owned facilities eligible to purchase state royalty gas and receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of Lost and Unaccounted for Gas and Fuel, if any, specified in the Agreement. 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering Gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the Gas, purchase price of the Gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. 2.22 The term State Royalty Gas shall mean natural gas produced on state lands or in state waters, which represents royalties due to the State of Texas, and which the State of Texas through the Commissioner of the Texas General Land Office, has the right to take in kind. 2.23 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> <p>3. APPLICATION FOR SERVICE 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. 3.2 Unless waived by Company, if a Shipper fails to execute and return to Company the Transportation Service Agreement which accurately reflects the Shipper's submitted request for service within ten (10) Business Days after such agreement is tendered by Company for execution, then Shipper's request and the Transportation Service Agreement shall be null and void. In all other circumstances, unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms and Conditions as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. 3.4 Shipper or potential Shipper must agree to a minimum term of one year under any Transportation Service Agreement. 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs.</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 26632

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements; 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; (b) a standby irrevocable letter of credit acceptable to Company; or (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. 4.3 All approved Shippers must submit an Exhibit A for any of the following: 4.3.1 A request to initiate transportation service at a specified Delivery Point; 4.3.2 A request to increase the MDQ, MHQ or AVL under an existing Exhibit A Addendum to a Transportation Service Agreement; 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A Addendum to a Transportation Service Agreement; or 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A Addendum to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: 4.4.2.1 The MDQ; 4.4.2.2 The MHQ; and 4.4.2.3 The AVL; 4.4.3 The Receipt Point(s) and Delivery Point(s); 4.4.4 Term of Service - Shipper or potential Shipper must request a minimum term of one year to initiate service or add a new Receipt Point or Delivery Point; 4.4.5 Identity of End-use Customer - the name, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; 4.4.6 Upstream Pipeline Contact Information for Confirmations 4.4.7 Indexes and Lost and Unaccounted for Gas: 4.4.7.1 Applicable Daily Index; 4.4.7.2 Applicable Alternative Daily Index; 4.4.7.3 Cash-out Index; and 4.4.7.4 Lost and Unaccounted For Gas and Fuel as a Percent of Gas Received at Receipt Point 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation. 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. 5. SCHEDULING AND NOMINATIONS 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263

COMPANY NAME: CENTERPOINT ENERGY ENTEX

TARIFF CODE: DT

RRC TARIFF NO: 26632

CURRENT RATE COMPONENT

RATE COMP. IDDESCRIPTION

Tnspt Terms T-87 B

be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and or contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. 6. APPLICATION OF GENERAL TERMS AND CONDITIONS 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. 7. RECEIPT OF GAS FOR TRANSPORT 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. 8. WARRANTY OF TITLE 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. 10. GAS TRANSPORTED BY COMPANY 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Revised T-87 Terms & Conditions Replaces Original T-87 Effective 05-01-2016 Terms & Conditions

Continuation from Tnspt Terms T-87 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULE T-87 11. FACILITIES 11.1 For any Exhibit A effective on or after September 1, 2012: 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Telemetry is required for service under these General Terms. Upon execution of the Agreement, Company shall install telemetry equipment of standard make and manufacture on all meters at the campus facilities using, based on Company's best estimate, 2,500 Mcf or more on an annual basis to determine hourly and daily flow of gas at the Receipt Point, provided that if no campus meter uses at least 2,500 Mcf or more on an annual basis, Company shall install telemetry equipment of standard make and manufacture on the meter at the campus facilities flowing the largest amount of natural gas during the immediately preceding twelve month period. Shipper shall choose between analog telemetry and wireless telemetry, if suitable wireless service is available at the Receipt Point. 11.1.2 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. 11.1.3 If Shipper chooses analog telemetry, then Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$250.00 per meter read. Beginning May 1, 2016, Company shall provide Shipper with electronic notice of all analog telecommunication line outages. If the required analog telecommunication lines remain out of service for any reason for more than 15 business days after such electronic notification, then Company shall have the option to place the meter at the Receipt Point where the analog telecommunication line is out of service on wireless telemetry service as described in Section 11.1.4 and Section 11.1.5.2. 11.1.4 If Shipper chooses wireless telemetry, then Shipper shall pay Company \$15 per month per meter for wireless telemetry service for the entire period such meter(s) is(are) served under this or any other transportation rate schedule. 11.1.5 Shipper will pay Company or cause Company to be paid for telemetry equipment under one of the following payment options as chosen by the original Shipper in the initial Exhibit A: 11.1.5.1 Shipper will reimburse Company or cause Company to be reimbursed for the full, installed cost of such telemetry within 45 days of installation; or 11.1.5.2 Shipper shall pay Company or cause Company to be paid a monthly administrative fee per meter for the entire period such

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26632 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

meter(s) is(are) served under this or any other transportation rate schedule as follows: Transportation redeliveries without pressure instrumentation \$30.00 per meter per month Transportation redeliveries with pressure instrumentation \$75.00 per meter per month for new installations or replacement installations completed before May 1, 2016 Transportation redeliveries with pressure instrumentation \$120.00 per meter per month for new installations or replacement installations completed on or after May 1, 2016 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$100.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. 11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$100.00 per reinstitution of service. 12. BALANCING 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply. 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events 12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. 12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price. 12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement. 12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 26632 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

cumulative imbalance. 12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ. 12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors. 12.7 Monthly Imbalances 12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of the applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

| Overage | Underage Imbalance Level | The Company Pays Shipper the | Shipper Pays the |
|-----------------------------|--------------------------|------------------------------|--------------------------|
| Following Percentage of the | Company the Following | | Cash-Out Price |
| Percentage of the Cash | | | -Out Price From 0% to 5% |
| 100% | 100% | From 5% to 10% | 80% |
| From 10% to 15% | 70% | 130% | From 15% to 20% |
| 140% | Greater than 20% | 50% | 150% |
| | | | 120% |

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement. 12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively. 12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement. 13. BILLING AND PAYMENT 13.1 Company shall invoice Shipper on or before the 15th day of each month (Billing Date) for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available. 13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date. 13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section. 13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate. 13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy. 14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company. 15. EVENT OF DEFAULT AND EARLY TERMINATION 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; 15.1.3 otherwise become bankrupt or insolvent (however evidenced); 15.1.4 be unable to pay its debts as they fall due; 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26632 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | | DESCRIPTION | |
| | | <p>entitled. 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Revised T-87 Terms & Conditions Replaces Original T-87 Effective 05-01-2016</p> | |

Replaces Original T-87 Effective 05-01-2016

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-----------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 26632 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| PSIF-14 | Terms & Conditions PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-87 | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE RATE SCHEDULE NO. T-87 AVAILABILITY Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. APPLICATION This Rate Schedule is applicable to gas transportation service, where (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points, as defined in the contract contemplated hereby, on the campus of a state-owned entity that is eligible to purchase State Royalty Gas; and (d) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book. NET MONTHLY RATE The Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of: (i) a rate per MMBtu for all gas transported to the facilities of an End-user Customer at the campus(es) during a billing period equal to the sum of: First 30,000 MMBtu @ \$13,600.00 Over 30,000 MMBtu @ \$0.10 per MMBtu; plus (ii) Payments to Governmental authorities, as defined in this Rate Schedule and the General Terms. EQUIVALENT QUANTITY OF NATURAL GAS The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station. PAYMENTS TO GOVERNMENTAL AUTHORITIES In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement. OTHER CHARGES Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to telemetering and imbalances. BILLING AND PAYMENT Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may, upon five (5) days written notice to Shipper, suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company. NATURAL GAS ACT Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq. WRITTEN SERVICE AGREEMENT Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires. CURTAILMENT In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The parties shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 26632****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 02/01/2014 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 27240 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 10/01/2014 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-92 H-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 27240 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| Tnspt Terms T-91A | CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 1. APPLICABILITY | | |
| | 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20 | | |
| | 2. DEFINITIONS | | |
| | 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. | | |
| | 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. | | |
| | 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. | | |
| | 2.4 The term Btu shall mean British Thermal Unit. | | |
| | 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. | | |
| | 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). | | |
| | 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. | | |
| | 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. | | |
| | 2.9 The term Delivery Point shall mean | | |
| | (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; | | |
| | (b) where Company has adequate capacity; | | |
| | (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and | | |
| | (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. | | |
| | 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. | | |
| | 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. | | |
| | The Exhibit A | | |
| | (a) will contain specified information as described in Section 4 herein; | | |
| | (b) will require signed acknowledgement of the Shipper and the End-use Customer; and | | |
| | (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. | | |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. | | |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. | | |
| | 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. | | |
| | 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 27240 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 27240 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's South Texas Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 27240****CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point.

Measurement at the Delivery Point shall be in accordance with the General Terms.

Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S-20

Replaces Rate Schedule T-91 S

Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27240 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 111219 | D | MMBtu | \$.0000 | 01/01/2020 | N |

DESCRIPTION: BEEVILLE, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 183 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: KINGSVILLE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43003 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LAREDO, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55674 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: EL CAMPO, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73133 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALICE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77069 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BEEVILLE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77965 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PORT LAVACA, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 88792 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KARNES CITY, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 88793 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KARNES CITY, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 27240****TYPE SERVICE PROVIDED**

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
|------------------------|----------------------------|-------------------------------|

| | | |
|---|----------------|--|
| H | Transportation | |
|---|----------------|--|

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 27712 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 04/01/2015 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 E CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|-----------------------|---------------------------------|
| RRC COID: | 6263 | COMPANY NAME: | CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: | DT | RRC TARIFF NO: | 27712 |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div> <div>Tnspt Terms T-91A</div> <div> Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19 </div> </div> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
 (b) where Company has adequate capacity;
 (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
 (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
 (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
 (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 27712 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 27712****CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 27712 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42994 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUNTSVILLE, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43006 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LONGVIEW, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 45345 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 60 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: CLEVELAND, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 28881 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 04/01/2016 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 36622 | OKLAHOMA ENERGY SOURCE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 28881 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> | | |
| | <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> | | |
| | <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> | | |
| | <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 28881 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 28881 |
|------------------------|-----------------------------|

| |
|-------------------------------|
| CURRENT RATE COMPONENT |
|-------------------------------|

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | customers or that exceeds the available capacity of Company's facilities. |
| | 10. GAS TRANSPORTED BY COMPANY |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. |
| | Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions |

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
|------------------------------------|

| |
|------|
| None |
|------|

| |
|------------------------|
| DELIVERY POINTS |
|------------------------|

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> | | | |
|--|-------------|------------------------|-----------------------|-----------------------|---------------------|----------|-------|------------------------|
| 34649 | D | MMBtu | \$.0000 | 07/11/2019 | N | | | |
| <u>DESCRIPTION:</u> MT. PLEASANT | | | | | | | | |
| <table><tr><td>Customer</td><td>36622</td><td>OKLAHOMA ENERGY SOURCE</td></tr></table> | | | | | | Customer | 36622 | OKLAHOMA ENERGY SOURCE |
| Customer | 36622 | OKLAHOMA ENERGY SOURCE | | | | | | |
| 34651 | D | MMBtu | \$.0000 | 07/11/2019 | N | | | |
| <u>DESCRIPTION:</u> LONE STAR | | | | | | | | |
| <table><tr><td>Customer</td><td>36622</td><td>OKLAHOMA ENERGY SOURCE</td></tr></table> | | | | | | Customer | 36622 | OKLAHOMA ENERGY SOURCE |
| Customer | 36622 | OKLAHOMA ENERGY SOURCE | | | | | | |

| |
|------------------------------|
| TYPE SERVICE PROVIDED |
|------------------------------|

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
| Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy. |
| I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction. |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 29245 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 10/01/2016 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 36622 | OKLAHOMA ENERGY SOURCE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 E CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 29245 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | RATE SCHEDULE NO. T-91 E | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. | | |
| | APPLICATION | | |
| | This Rate Schedule is applicable to gas transportation service, where | | |
| | (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; | | |
| | (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; | | |
| | (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, | | |
| | (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and | | |
| | (e) Company does not take title to or own the gas so transported. | | |
| | DEFINITIONS | | |
| | For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule. | | |
| | NET MONTHLY RATE | | |
| | (A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$315.45; | | |
| | (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu | | |
| | (iv) Payments to Government Authorities, as defined herein. | | |
| | (B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$1,140.45; | | |
| | (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge @ \$0.1500/MMBtu | | |
| | (iv) Payments to Government Authorities, as defined herein. | | |
| | NET MONTHLY RATE (cont'd) | | |
| | (C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$1,140.45; | | |
| | (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein. | | |
| | CONTRACT DEMAND | | |
| | Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of: | | |
| | (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 29245 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 34649 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: MT. PLEASANT

| | | |
|-----------------|-------|------------------------|
| Customer | 36622 | OKLAHOMA ENERGY SOURCE |
|-----------------|-------|------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58938 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MT. PLEASANT, INC.

| | | |
|-----------------|-------|------------------------|
| Customer | 36622 | OKLAHOMA ENERGY SOURCE |
|-----------------|-------|------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | | | |
|---|----------------------|-------------------------------|--|---|--|-------------------|--|
| RRC COID: 6263 | | | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31475 | | | | | |
| DESCRIPTION: Distribution Transportation | | | | STATUS: A | | | |
| OPERATOR NO: | | | | | | | |
| ORIGINAL CONTRACT DATE: | | | | RECEIVED DATE: 09/05/2019 | | | |
| INITIAL SERVICE DATE: 09/01/2018 | | TERM OF CONTRACT DATE: | | | | | |
| INACTIVE DATE: | | | | AMENDMENT DATE: 07/11/2019 | | | |
| CONTRACT COMMENT: None | | | | | | | |
| REASONS FOR FILING | | | | | | | |
| NEW FILING: N | | RRC DOCKET NO: | | | | | |
| CITY ORDINANCE NO: | | | | | | | |
| AMENDMENT(EXPLAIN): Effective 7/11/19: Replacing RS T90 with T 90C and Terms and Conditions T 90 A & B | | | | | | | |
| OTHER(EXPLAIN): None | | | | | | | |
| PREPARER - PERSON FILING | | | | | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | | INACTIVE DATE: | | | |
| FIRST NAME: Alice | | MIDDLE: S. | | LAST NAME: Hart | | | |
| TITLE: Suprv. Reg. Support Services | | | | | | | |
| ADDRESS LINE 1: P.O. Box 2628 | | | | | | | |
| ADDRESS LINE 2: | | | | | | | |
| CITY: Houston | | STATE: TX | | ZIP: 77252 | | ZIP4: 2628 | |
| AREA CODE: 713 | | PHONE NO: 207-5322 | | EXTENSION: | | | |
| CUSTOMERS | | | | | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | | DELIVERY POINT | | | |
| 24864 | TGLO | N | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31475 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31475 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions</p> | | |
| PSIF-13 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019. | | |
| T-90 C | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. | | |
| | APPLICATION | | |
| | This Rate Schedule is applicable to gas transportation service, where | | |
| | (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule. | | |
| | NET MONTHLY RATE | | |
| | (A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$342.58; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu iv) Payments to Government Authorities, as defined herein. | | |
| | (B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31475 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31475 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 31475****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 77977 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|------|
| Customer | 24864 | TGLO |
|-----------------|-------|------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31784 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31784 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31784 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> |
| | <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****APPLICATION**

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31784 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | |
|---|---|---------------------------|--------------------------------------|------------------------------|----------------------------|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | | |
| TARIFF CODE: DT | RRC TARIFF NO: 31784 | | | | |
| CURRENT RATE COMPONENT | | | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | | | |
| | <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19</p> | | | | |
| RATE ADJUSTMENT PROVISIONS: | | | | | |
| None | | | | | |
| DELIVERY POINTS | | | | | |
| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
| <u>DESCRIPTION:</u> BEAUMONT, INC. | | | | | |
| Customer | 41398 | TEXAS GENERAL LAND OFFICE | | | |
| TYPE SERVICE PROVIDED | | | | | |
| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | | <u>OTHER TYPE DESCRIPTION</u> | | |
| H | Transportation | | | | |
| TUC APPLICABILITY | | | | | |
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> | | | | | |
| Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy. | | | | | |
| I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction. | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31785 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGING CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31785 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | or deliver on a firm basis on any given day on behalf of customer. | | |
| | 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. | | |
| | 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. | | |
| | 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. | | |
| | 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. | | |
| | 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. | | |
| | 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. | | |
| | 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. | | |
| | 3. APPLICATION FOR SERVICE | | |
| | 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. | | |
| | 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. | | |
| | 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. | | |
| | 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement. | | |
| | 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. | | |
| | 3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company. | | |
| | 3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: | | |
| | 3.6.1.1 A copy of Shipper's most recent audited financial statements; | | |
| | 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; | | |
| | 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> |
| | <p>8. WARRANTY OF TITLE</p> |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> |
| | <p>9. UNACCEPTABLE QUANTITIES</p> |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> |
| | <p>10. GAS TRANSPORTED BY COMPANY</p> |
| | <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> |
| | <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> |
| | <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| Tnspt Terms T-91B | Continuation from Tnspt Terms T-91 A. |
| | <p>11. FACILITIES</p> |
| | <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> |
| | <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31785 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances</p> <p>(i) impair Company's ability to maintain the operational integrity of its distribution system, or</p> <p>(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</p> <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or</p> <p>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31785 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31785 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> | | |
| | <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31785 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E

Replaces Rate Schedule T-91

Effective 07-11-19

T-91 RIDER 3

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91 RIDER 3

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the combined actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 2,750 MMBtu per day, (
- e) End-use Customer has direct access to natural gas service from other pipelines, and
- (e) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

- (i) Distribution Charge @ \$0.1000/MMBtu
- (ii) Payments to Government Authorities, as defined in Rate Schedule T-91.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 Rider 3
Replaces Revised Rate Schedule T-65
Effective 10-01-18
Rider 4 and Rider 5

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 31785****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: TYLER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 58937 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PITTSBURG, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 58938 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: MT. PLEASANT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 93065 | D | MMBtu | \$.0000 | 07/11/2019 | Y |
|-------|---|-------|---------|------------|---|

DESCRIPTION: **CONFIDENTIAL**

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31786 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 36622 | OKLAHOMA ENERGY SOURCE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31786 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1182">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1182 1508 1213">1. APPLICABILITY</p> <p data-bbox="284 1213 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
 (b) where Company has adequate capacity;
 (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
 (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
 (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
 (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31786 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31786 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | |
|--|---|--------------------------------------|------------------------------|------------------------------|----------------------------|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | | |
| TARIFF CODE: DT | RRC TARIFF NO: 31786 | | | | |
| CURRENT RATE COMPONENT | | | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> <p>customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | | | |
| RATE ADJUSTMENT PROVISIONS: | | | | | |
| None | | | | | |
| DELIVERY POINTS | | | | | |
| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
| 87149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
| <u>DESCRIPTION:</u> EDGEWOOD, ENVIRONS | | | | | |
| Customer | 36622 | OKLAHOMA ENERGY SOURCE | | | |
| TYPE SERVICE PROVIDED | | | | | |
| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> | | | |
| H | Transportation | | | | |
| TUC APPLICABILITY | | | | | |
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> | | | | | |
| <p>Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.</p> <p>I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.</p> | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 31787 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29240 | LUMINANT ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91

AVAILABILITY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$300.00;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

T-91 E

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
BEAUMONT/EAST TEXAS DIVISION
RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where
(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****EQUIVALENT QUANTITY OF NATURAL GAS**

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91B

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances</p> <ul style="list-style-type: none"> (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: <ul style="list-style-type: none"> (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers. <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:</p> <ul style="list-style-type: none"> (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances:</p> <ul style="list-style-type: none"> (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas. <p>12.6.2 Company shall not be obligated to do the following under any circumstances:</p> <ul style="list-style-type: none"> (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination of all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 31787 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 31787****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77982 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LUMBERTON, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|-----------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32047 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/15/2020 | |
| INITIAL SERVICE DATE: 11/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Admin Oversight - Change CenterPoint Energy Services to Symmetry Energy Services | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | INACTIVE DATE: | |
| TITLE: Reg. Data Specialist | | MIDDLE: | |
| ADDRESS LINE 1: P.O. Box 2628 | | LAST NAME: Livingston | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 34371 | CENTERPOINT ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32047 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| Tnspt Terms T-92A | CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 1. APPLICABILITY | | |
| | 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20 | | |
| | 2. DEFINITIONS | | |
| | 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. | | |
| | 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. | | |
| | 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. | | |
| | 2.4 The term Btu shall mean British Thermal Unit. | | |
| | 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. | | |
| | 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). | | |
| | 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. | | |
| | 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. | | |
| | 2.9 The term Delivery Point shall mean | | |
| | (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; | | |
| | (b) where Company has adequate capacity; | | |
| | (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. | | |
| | 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. | | |
| | 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A | | |
| | (a) will contain specified information as described in Section 4 herein; | | |
| | (b) will require signed acknowledgement of the Shipper and the End-use Customer; and | | |
| | (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. | | |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. | | |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. | | |
| | 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. | | |
| | 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-92B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-92 S-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE SOUTH TEXAS DIVISION RATE SCHEDULE NO. T-92 S-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's South Texas Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,545.93;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32047 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 S-20
Replaces Rate Schedule T-92 S
Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32047****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43032 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: VICTORIA, ENVIRONS

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|-----------------------------|
| Customer | 34371 | CENTERPOINT ENERGY SERVICES |
|-----------------|-------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32096 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 04/16/2019 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 4/1/19: Add Pipeline Safety Inspection Fee | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33495 | NORTH STAR GAS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-90

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$300.00;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; NET MONTHLY RATE (cont'd)
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90
Replaces Revised Rate Schedule T-69:
Effective 10-01-18
Rate Schedule T-72; &
Revised Rate Schedule T-76

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 Rate Schedule T-91 Rate Schedule T-92

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> <p>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company: 3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32096 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>(b) a standby irrevocable letter of credit acceptable to Company; or (</p> <p>c) a guarantee by a person or another entity which does satisfy Company's credit criteria.</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p> <p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32096 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 10/01/2008 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|----------------|
| Customer | 33495 | NORTH STAR GAS |
|-----------------|-------|----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|-------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32097 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 04/16/2019 | |
| INITIAL SERVICE DATE: | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 4/1/19: Add Pipeline Safety Inspection Fee | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 28436 | RANDOLPH AIR FORCE BASE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$300.00;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; **NET MONTHLY RATE**
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

Tnspt Terms T-91A

Continuation from Tnspt Terms T-90 A.

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below.

| Overage | Underage | Imbalance Level | The Company Pays Shipper the Following Percentage of the Cash-Out Price | Shipper Pays the Company the Following Percentage of the Cash-Out Price |
|---------|----------|-----------------|---|---|
| 0% | 0% | 0% | 100% | 0% |
| 5% | 5% | 5% | 100% | 0% |
| 10% | 10% | 10% | 100% | 0% |
| 15% | 15% | 15% | 100% | 0% |
| 20% | 20% | 20% | 100% | 0% |
| 25% | 25% | 25% | 100% | 0% |
| 30% | 30% | 30% | 100% | 0% |
| 35% | 35% | 35% | 100% | 0% |
| 40% | 40% | 40% | 100% | 0% |
| 45% | 45% | 45% | 100% | 0% |
| 50% | 50% | 50% | 100% | 0% |
| 55% | 55% | 55% | 100% | 0% |
| 60% | 60% | 60% | 100% | 0% |
| 65% | 65% | 65% | 100% | 0% |
| 70% | 70% | 70% | 100% | 0% |
| 75% | 75% | 75% | 100% | 0% |
| 80% | 80% | 80% | 100% | 0% |
| 85% | 85% | 85% | 100% | 0% |
| 90% | 90% | 90% | 100% | 0% |
| 95% | 95% | 95% | 100% | 0% |
| 100% | 100% | 100% | 100% | 0% |

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32097 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. | | |
| | Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions | | |
| Tnspt Terms T-91B | Continuation from Tnspt Terms T-91 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 11. FACILITIES | | |
| | 11.1 For all meters being served under these General Terms for Transportation Service: | | |
| | 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. | | |
| | 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages. | | |
| | 11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. | | |
| | 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32097 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 66345 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: UNIVERSAL CITY, INC.

| | | |
|-----------------|-------|-------------------------|
| Customer | 28436 | RANDOLPH AIR FORCE BASE |
|-----------------|-------|-------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|-------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32098 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 04/16/2019 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 4/1/19: Add Pipeline Safety Inspection Fee | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 37186 | MANSFIELD POWER AND GAS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$300.00;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(C) Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,125.00;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; **NET MONTHLY RATE**
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91
Replaces Revised Rate Schedule T-65:
Effective 10-01-18
Revised Rate Schedule T-75; &
Revised Rate Schedule T-85

Tnspt Terms T-91A

Continuation from Tnspt Terms T-90 A.

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price. 12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred. 12.6 Multi-day Imbalances 12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32098 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32098 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. | | |
| | Original Terms & Conditions Replaces Third Revised T-65; Effective 10-01-2018 Third Revised T-69; Third Revised 72; Third Revised T-75; Third Revised T-76; & Second Revised T-85 Terms & Conditions | | |
| Tnspt Terms T-91B | Continuation from Tnspt Terms T-91 A. CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 11. FACILITIES | | |
| | 11.1 For all meters being served under these General Terms for Transportation Service: | | |
| | 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. | | |
| | 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages. | | |
| | 11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. | | |
| | 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES. 16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32098 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

Original Terms & Conditions Replaces Third Revised T-65;
Effective 10-01-2018
Third Revised T-69; Third Revised 72;
Third Revised T-75; Third Revised T-76; &
Second Revised T-85 Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43021 | D | MMBtu | \$.0000 | 10/01/2018 | N |

DESCRIPTION: SCHULENBURG, INC.

| | | |
|-----------------|-------|-------------------------|
| Customer | 37186 | MANSFIELD POWER AND GAS |
|-----------------|-------|-------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32101 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 10/01/2018 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGING CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32101 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> |
| | <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32101 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

T-91 RIDER 1

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
RATE SCHEDULE NO. T-91 RIDER 1

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where (

- a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 400 MMBtu per day,
- (e) End-use Customer has direct access to natural gas service from other pipelines, and (e) Company does not take title to or own the gas so transported.

NET MONTHLY RATE

Effective with all bills rendered on and after October 1, 2018, the Net Monthly Rate for gas transported under this Rate Schedule Rider for all gas transported and delivered to the facilities of an End-use Customer during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$500.00;
- (ii) Distribution Charge First 3,000 MMBtu @ \$0.5000/MMBtu Next 3,000 MMBtu @ \$0.2500/MMBtu Over 6,000 MMBtu @ \$0.0200/MMBtu
- (iii) Payments to Government Authorities, as defined in Rate Schedule T-91.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule Rider is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 Rider 1
Replaces Revised Rate Schedule T-65
Effective 10-01-18
Rider 1

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32101****RATE ADJUSTMENT PROVISIONS:**

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 42987 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: DIBOLL, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32384 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 02/01/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32384 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES | | |
| | 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | |
| | Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| Tnspt Terms T-92B | Continuation from Tnspt Terms T-91 A. | | |
| | 11. FACILITIES | | |
| | 11.1 For all meters being served under these General Terms for Transportation Service: | | |
| | 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. | | |
| | 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32384 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-92 H-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-92 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;</p> <p>(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;</p> <p>(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;</p> <p>(d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and</p> <p>(e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,535.16;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.

Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 H-20
Replaces Rate Schedule T-92 H
Effective 06-18-20

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32384 |
|------------------------|-----------------------------|

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 149 | D | MMBtu | \$.0000 | 11/01/2018 | N |

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 11/01/2018 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73134 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTH HOUSTON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32610 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 04/01/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-92 C-20 and new General Terms and Conditions effective 6/18/20 | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:</p> <p>(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32610 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-92 C-20 Corrected | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-92 C-20 | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
- (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,565.57;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32610 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | ANNUAL RATE ADJUSTMENT | | |
| | <p>The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.</p> | | |
| | EQUIVALENT QUANTITY OF NATURAL GAS | | |
| | <p>The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.</p> | | |
| | PAYMENTS TO GOVERNMENTAL AUTHORITIES | | |
| | <p>In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> | | |
| | OTHER CHARGES | | |
| | <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> | | |
| | BILLING AND PAYMENT | | |
| | <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> | | |
| | NATURAL GAS ACT | | |
| | <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> | | |
| | WRITTEN SERVICE AGREEMENT | | |
| | <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> | | |
| | CURTAILMENT | | |
| | <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> | | |
| | MEASUREMENT | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92A

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 C-20
Replaces Rate Schedule T-92 C
Effective 06-18-20

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. |
| | 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. |
| | 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer. |
| | 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ. |
| | 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's. |
| | 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month. |
| | 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement. |
| | 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. |
| | 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company. |
| | 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days. |
| | 3. APPLICATION FOR SERVICE |
| | 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company. |
| | 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution. |
| | 3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference. |
| | 3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement. |
| | 3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper. |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32610 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92 Effective 06-18-2020
Terms & Conditions

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32610****RATE ADJUSTMENT PROVISIONS:**

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 73135 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HIGHLANDS, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 55673 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32894 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/19/2019 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 24864 | TGLO | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32894 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported. **DEFINITIONS** For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$342.58;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu
@ \$0.7500/MMBtu Next 750 MMBtu
@ \$0.6000/MMBtu Over 1,500 MMBtu
@ \$0.4500/MMBtu
- iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32894 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32894 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32894****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 288 | D | MMBtu | \$.0035 | 07/02/2004 | N |

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|------|
| Customer | 24864 | TGLO |
|-----------------|-------|------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|------|
| Customer | 24864 | TGLO |
|-----------------|-------|------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32895****DESCRIPTION:** Distribution Transportation**STATUS:** A**OPERATOR NO:****ORIGINAL CONTRACT DATE:****RECEIVED DATE:** 08/19/2019**INITIAL SERVICE DATE:** 07/11/2019**TERM OF CONTRACT DATE:****INACTIVE DATE:****AMENDMENT DATE:****CONTRACT COMMENT:** None**REASONS FOR FILING****NEW FILING:** Y**RRC DOCKET NO:****CITY ORDINANCE NO:****AMENDMENT(EXPLAIN):** None**OTHER(EXPLAIN):** None**PREPARER - PERSON FILING****RRC NO:** 899**ACTIVE FLAG:** Y**INACTIVE DATE:****FIRST NAME:** Alice**MIDDLE:** S.**LAST NAME:** Hart**TITLE:** Suprv. Reg. Support Services**ADDRESS LINE 1:** P.O. Box 2628**ADDRESS LINE 2:****CITY:** Houston**STATE:** TX**ZIP:** 77252**ZIP4:** 2628**AREA CODE:** 713**PHONE NO:** 207-5322**EXTENSION:****CUSTOMERS**

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|----------------------|----------------------|-----------------------|
|--------------------|----------------------|----------------------|-----------------------|

| | | | |
|-------|-----------------|--|--|
| 29240 | LUMINANT ENERGY | | |
|-------|-----------------|--|--|

| | | | |
|--|--|---|--|
| | | N | |
|--|--|---|--|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32895 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported. **DEFINITIONS** For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$342.58;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu
@ \$0.7500/MMBtu Next 750 MMBtu
@ \$0.6000/MMBtu Over 1,500 MMBtu
@ \$0.4500/MMBtu
- iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32895 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32895 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32895****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58921 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 67773 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LIVERPOOL, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32896 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/19/2019 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32896 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GSD - 2 TARIFF REPORT

Page 707 of 1271

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32896 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32896 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32896****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58935 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 194 | D | MMBtu | \$.0000 | 02/01/2006 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67772 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32897 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/19/2019 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 31483 | COKINOS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32897 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported. **DEFINITIONS** For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$342.58;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu
@ \$0.7500/MMBtu Next 750 MMBtu
@ \$0.6000/MMBtu Over 1,500 MMBtu
@ \$0.4500/MMBtu
- iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32897 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C

Replaces Rate Schedule T-90

Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32897****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 86375 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: MONT BELVIEU, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 194 | D | MMBtu | \$.0000 | 02/01/2006 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 55678 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LA PORTE, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32898 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/19/2019 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 24865 | CES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32898 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions</p> | | |
| PSIF-13 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019. | | |
| T-90 C | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. | | |
| | APPLICATION | | |
| | This Rate Schedule is applicable to gas transportation service, where | | |
| | (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule. | | |
| | NET MONTHLY RATE | | |
| | (A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$342.58; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu iv) Payments to Government Authorities, as defined herein. | | |
| | (B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32898 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C

Replaces Rate Schedule T-90

Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32898****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 55673 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55675 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58916 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSHARON, ENVIRONS

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58925 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CROSBY, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68837 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ANGLETON, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77972 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FREEPORT, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78666 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BROOKSHIRE, INC.

| | | |
|----------|-------|-----|
| Customer | 24865 | CES |
|----------|-------|-----|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32898****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 194 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|-----|
| Customer | 24865 | CES |
|-----------------|-------|-----|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 352 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|-----|
| Customer | 24865 | CES |
|-----------------|-------|-----|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32943 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-92 C-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40254 | IPSCO | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 C-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32943 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | |
|---|--|--------------------------------------|------------------------------|------------------------------|----------------------------|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | | |
| TARIFF CODE: DT | RRC TARIFF NO: 32943 | | | | |
| CURRENT RATE COMPONENT | | | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). MEASUREMENT The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. GENERAL TERMS AND CONDITIONS Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20 | | | | |
| RATE ADJUSTMENT PROVISIONS: | | | | | |
| None | | | | | |
| DELIVERY POINTS | | | | | |
| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
| 55673 | D | MMBtu | \$.0000 | 07/11/2019 | N |
| <u>DESCRIPTION:</u> BAYTOWN, ENVIRONS | | | | | |
| TYPE SERVICE PROVIDED | | | | | |
| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> | | | |
| H | Transportation | | | | |
| TUC APPLICABILITY | | | | | |
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> | | | | | |
| Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy. I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction. | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32944 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Change customer from CenterPoint Energy Services to Symmetry Energy Services | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

(i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
(ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:</p> <p>(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32944 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.</p> <p>16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-92 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-92 E | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas, South Texas, Houston or Texas Coast Divisions, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas;
- (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,515.45;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92A

reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 E Replaces Rate Schedule T-92 Effective 07-11-19

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
(b) where Company has adequate capacity;
(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32944 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32944 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | shall furnish to Company: | | |
| | 3.6.1.1 A copy of Shipper's most recent audited financial statements; | | |
| | 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; | | |
| | 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and | | |
| | 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. | | |
| | 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: | | |
| | 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. | | |
| | 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. | | |
| | 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. | | |
| | 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: | | |
| | (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; | | |
| | (b) a standby irrevocable letter of credit acceptable to Company; or | | |
| | (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. | | |
| | 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT | | |
| | 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. | | |
| | 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. | | |
| | 4.3 All approved Shippers must submit an Exhibit A for any of the following: | | |
| | 4.3.1 A request to initiate transportation service at a specified Delivery Point; | | |
| | 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; | | |
| | 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or | | |
| | 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. | | |
| | 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: | | |
| | 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32944 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 4.4.2 Gas Quantities: | | |
| | 4.4.2.1 The MDQ; | | |
| | 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule | | |
| | 4.4.3 The Receipt Point(s) and Delivery Point(s); | | |
| | 4.4.4 Term of Service | | |
| | 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; | | |
| | 4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. | | |
| | 4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; | | |
| | 4.4.6 Upstream Pipeline Contact Information for Confirmations | | |
| | 4.4.7 Indexes: | | |
| | 4.4.7.1 Applicable Monthly Index; | | |
| | 4.4.7.2 Applicable Index Adder; and | | |
| | 4.4.7.3 Applicable Daily Index | | |
| | 4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. | | |
| | 4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. | | |
| | 4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. | | |
| | 4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. | | |
| | 4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. | | |
| | 5. SCHEDULING AND NOMINATIONS | | |
| | 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: | | |
| | (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; | | |
| | (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or | | |
| | (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. | | |
| | 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32944 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES | | |
| | 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | |
| | Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32944****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 110295 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: REDLAND ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: TYLER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43009 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43030 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: TYLER, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32945 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/09/2019 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 24864 | TGLO | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

? 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32945 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section | | |
| | 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. | | |
| | 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. | | |
| | 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. | | |
| | 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: | | |
| | (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; | | |
| | (b) a standby irrevocable letter of credit acceptable to Company; or | | |
| | (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. | | |
| | 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT | | |
| | 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. | | |
| | 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. | | |
| | 4.3 All approved Shippers must submit an Exhibit A for any of the following: | | |
| | 4.3.1 A request to initiate transportation service at a specified Delivery Point; | | |
| | 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; | | |
| | 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or | | |
| | 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. | | |
| | 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: | | |
| | 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; 4.4.2 Gas Quantities: | | |
| | 4.4.2.1 The MDQ; | | |
| | 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule | | |
| | 4.4.3 The Receipt Point(s) and Delivery Point(s); | | |
| | 4.4.4 Term of Service | | |
| | 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-91B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | |
|-------------------------------|---|---|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: | 32945 |
| CURRENT RATE COMPONENT | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | |
| | <p>necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</p> <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or</p> <p>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32945 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 S CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,

(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and

(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ \$327.20;

(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ \$1,152.20;

(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32945 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,152.20;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32945 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 S Replaces Rate Schedule T-91 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32945****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43033 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|------|
| Customer | 24864 | TGLO |
|-----------------|-------|------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 78742 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: FLORESVILLE, INC.

| | | |
|-----------------|-------|------|
| Customer | 24864 | TGLO |
|-----------------|-------|------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | | | |
|---|----------------------|-------------------------------|--|---|--|-------------------|--|
| RRC COID: 6263 | | | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32946 | | | | | |
| DESCRIPTION: Distribution Transportation | | | | STATUS: A | | | |
| OPERATOR NO: | | | | | | | |
| ORIGINAL CONTRACT DATE: | | | | RECEIVED DATE: 08/20/2020 | | | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | | | | | |
| INACTIVE DATE: | | | | AMENDMENT DATE: 06/18/2020 | | | |
| CONTRACT COMMENT: None | | | | | | | |
| REASONS FOR FILING | | | | | | | |
| NEW FILING: N | | RRC DOCKET NO: | | | | | |
| CITY ORDINANCE NO: | | | | | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | | | | | |
| OTHER(EXPLAIN): None | | | | | | | |
| PREPARER - PERSON FILING | | | | | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | | INACTIVE DATE: | | | |
| FIRST NAME: Pandy | | MIDDLE: | | LAST NAME: Livingston | | | |
| TITLE: Reg. Data Specialist | | | | | | | |
| ADDRESS LINE 1: P.O. Box 2628 | | | | | | | |
| ADDRESS LINE 2: | | | | | | | |
| CITY: Houston | | STATE: TX | | ZIP: 77252 | | ZIP4: 2628 | |
| AREA CODE: 713 | | PHONE NO: 207-5571 | | EXTENSION: | | | |
| CUSTOMERS | | | | | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | | DELIVERY POINT | | | |
| 29391 | CONSTELLATION | N | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32946 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1182">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1182 1508 1213">1. APPLICABILITY</p> <p data-bbox="284 1213 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32946 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32946 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43009 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32947 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/1/20: Add new Rate Schedule T-91 S-20 and new General Terms and Conditions effective 6/18/20 | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Adding several Delivery Points to this tariff | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's South Texas Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 32947****CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point.

Measurement at the Delivery Point shall be in accordance with the General Terms.

Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S-20

Replaces Rate Schedule T-91 S

Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32947 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43018 | D | MMBtu | \$.0000 | 06/01/2004 | N |

DESCRIPTION: SAN MARCOS, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43019 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SAN MARCOS, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55674 | D | MMBtu | \$.0000 | 04/01/2005 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: EL CAMPO, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77070 | D | MMBtu | \$.0000 | 01/01/2010 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JOURDANTON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 335 | D | MMBtu | \$.0000 | 10/01/2004 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: SMITHVILLE, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43001 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KENEDY, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32948****DESCRIPTION:** Distribution Transportation**STATUS:** A**OPERATOR NO:****ORIGINAL CONTRACT DATE:****RECEIVED DATE:** 08/20/2020**INITIAL SERVICE DATE:** 07/11/2019**TERM OF CONTRACT DATE:****INACTIVE DATE:****AMENDMENT DATE:** 06/18/2020**CONTRACT COMMENT:** None**REASONS FOR FILING****NEW FILING:** N**RRC DOCKET NO:****CITY ORDINANCE NO:****AMENDMENT(EXPLAIN):** Effective 06/18/20: Amend the Gen Terms and Cond**OTHER(EXPLAIN):** None**PREPARER - PERSON FILING****RRC NO:** 1182**ACTIVE FLAG:** Y**INACTIVE DATE:****FIRST NAME:** Pandy**MIDDLE:****LAST NAME:** Livingston**TITLE:** Reg. Data Specialist**ADDRESS LINE 1:** P.O. Box 2628**ADDRESS LINE 2:****CITY:** Houston**STATE:** TX**ZIP:** 77252**ZIP4:** 2628**AREA CODE:** 713**PHONE NO:** 207-5571**EXTENSION:****CUSTOMERS**

| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | <u>DELIVERY POINT</u> |
|--------------------|----------------------|----------------------|-----------------------|
|--------------------|----------------------|----------------------|-----------------------|

| | | | |
|-------|---------|--|--|
| 31483 | COKINOS | | |
|-------|---------|--|--|

| | | | |
|--|--|---|--|
| | | N | |
|--|--|---|--|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32948 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> | | |
| | <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> | | |
| | <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> | | |
| | <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> | | |
| | <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> | | |
| | <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> | | |
| | <p>15.1.4 be unable to pay its debts as they fall due;</p> | | |
| | <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> | | |
| | <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> | | |
| | <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> | | |
| | <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> | | |
| | <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> | | |
| | <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> | | |
| | <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> | | |
| | <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> | | |
| | <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> | | |
| | <p>16.1 Limitations of Liability</p> | | |
| | <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> | | |
| | <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32948 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32948 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43011 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: MARSHALL, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43026 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SILSBEE, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77964 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ELKHART, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32949 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32949 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32949 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | RATE SCHEDULE NO. T-91 E | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. | | |
| | APPLICATION | | |
| | This Rate Schedule is applicable to gas transportation service, where | | |
| | (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; | | |
| | (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; | | |
| | (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, | | |
| | (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and | | |
| | (e) Company does not take title to or own the gas so transported. | | |
| | DEFINITIONS | | |
| | For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule. | | |
| | NET MONTHLY RATE | | |
| | (A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$315.45; | | |
| | (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu | | |
| | (iv) Payments to Government Authorities, as defined herein. | | |
| | (B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$1,140.45; | | |
| | (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge @ \$0.1500/MMBtu | | |
| | (iv) Payments to Government Authorities, as defined herein. | | |
| | NET MONTHLY RATE (cont'd) | | |
| | (C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$1,140.45; | | |
| | (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein. | | |
| | CONTRACT DEMAND | | |
| | Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of: | | |
| | (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
 (b) where Company has adequate capacity;
 (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
 (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
 (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
 (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32949 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43007 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LONGVIEW, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 111218 | D | MMBtu | \$.0000 | 01/01/2020 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: WASKOM, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32949 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32950 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 01/12/2021 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effective 11/1/20: Add Delivery Point - Grapeland Inc | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32950 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE

16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32950 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | <p>16.2 Force Majeure</p> | | |
| | <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> | | |
| | <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> | | |
| | <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> | | |
| | <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> | | |
| | <p>AVAILABILITY</p> | | |
| | <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32950 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). | | |
| | MEASUREMENT | | |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. | | |
| | GENERAL TERMS AND CONDITIONS | | |
| | Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time. | | |
| | Original Rate Schedule T-91 E | Replaces Rate Schedule T-91 | Effective 07-11-19 |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 34649 | D | MMBtu | \$.0000 | 10/01/2004 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MT. PLEASANT

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 34650 | D | MMBtu | \$.8399 | 10/01/2004 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GILMER

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TYLER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42981 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CLEVELAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42990 | D | MMBtu | \$.0000 | 06/01/2004 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HENDERSON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42991 | D | MMBtu | \$.0000 | 06/01/2004 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HENDERSON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42997 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JACKSONVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42999 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JASPER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43004 | D | MMBtu | \$.0000 | 06/01/2004 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LATEXO, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32950 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43007 | D | MMBtu | \$.0000 | 11/01/2019 | N |

DESCRIPTION: LONGVIEW, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43009 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43011 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MARSHALL, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43026 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SILSBEE, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43030 | D | MMBtu | \$.0000 | 06/01/2004 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TYLER, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58927 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GRAPELAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58938 | D | MMBtu | \$.0000 | 03/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MT. PLEASANT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71798 | D | MMBtu | \$.0000 | 06/01/2009 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KILGORE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77125 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VIDOR, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86489 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TALCO, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32950****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 155 | D | MMBtu | \$.0000 | 12/01/2008 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: HUNTSVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32952 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32952 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1182">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1182 1508 1213">1. APPLICABILITY</p> <p data-bbox="284 1213 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32952 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43009 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43015 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ORANGE, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42978 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CHEEK, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32952 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32954 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 31483 | COKINOS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32954 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1182">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1182 1508 1213">1. APPLICABILITY</p> <p data-bbox="284 1213 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
 (b) where Company has adequate capacity;
 (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
 (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
 (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
 (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32954 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 252 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: ORANGE, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43007 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LONGVIEW, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77126 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TROUP, ENV

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32954 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32956 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 06/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-91B | <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32956 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|-----------------------|---------------------------------|
| RRC COID: | 6263 | COMPANY NAME: | CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: | DT | RRC TARIFF NO: | 32956 |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19</p> <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32956 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> | | |
| | <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> | | |
| | <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> | | |
| | <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> | | |
| | <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> | | |
| | <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> | | |
| | <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> | | |
| | <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> | | |
| | <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> | | |
| | <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> | | |
| | <p>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> <p>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> | | |
| | <p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> | | |
| | <p>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> | | |
| | <p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> | | |
| | <p>3. APPLICATION FOR SERVICE</p> | | |
| | <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> | | |
| | <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32956 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32956 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | |
| | Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: TYLER, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42999 | D | MMBtu | \$9.0000 | 07/11/2010 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JASPER, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43007 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LONGVIEW, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43009 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43015 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ORANGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBtu | \$.0000 | 10/01/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71799 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEST ORANGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 88218 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WHITE OAK, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32956 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32957 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/05/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Adding several Delivery Points to this tariff. | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):

Rate Schedule T-90 H-20 and T-90 C-20
Rate Schedule T-91 E and T-91 S-20
Rate Schedule T-92 H-20, T-92 C-20, T-92 E,
and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32957 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
 - First 750 MMBtu @ \$0.7500/MMBtu
 - Next 750 MMBtu @ \$0.6000/MMBtu
 - Over 1,500 MMBtu @ \$0.4500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
 - First 750 MMBtu @ \$0.7500/MMBtu
 - Next 750 MMBtu @ \$0.6000/MMBtu
 - Over 1,500 MMBtu @ \$0.4500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20</p> |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 55670 | D | MMBtu | \$.0000 | 06/01/2020 | N |

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58921 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58929 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MONTGOMERY COUNTY, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 06/01/2008 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58932 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SHENANDOAH, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58936 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WOODLANDS, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68172 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NASSAU BAY, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32957 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 73144 | D | MMBtu | \$.0000 | 06/01/2020 | N |

DESCRIPTION: BELLAIRE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77967 | D | MMBtu | \$.0000 | 03/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77983 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JERSEY VILLAGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78667 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUNTERS CREEK VILLAGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32958 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/1/20: Change customer from CenterPoint Energy Services to Symmetry Energy Service. Add new Rate Schedule T-92 H-20 and Gen Terms & Cond | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-92B | <p>construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32958 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-92 H-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-92 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,535.16;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.

Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 H-20
Replaces Rate Schedule T-92 H
Effective 06-18-20

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
|------------------------------------|

| |
|------|
| None |
|------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 109197 | D | MMBtu | \$.0000 | 09/01/2019 | N |

DESCRIPTION: CUT & SHOOT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 109198 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: OAK RIDGE NORTH, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 109199 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: WEST UNIVERSITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58929 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MONTGOMERY COUNTY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58932 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SHENANDOAH, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58933 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58936 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WOODLANDS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73142 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GALENA PARK, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73144 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BELLAIRE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77967 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77983 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: JERSEY VILLAGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80627 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SPRING, ENVIROINS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 103023 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: JACINTO CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 109132 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: MEADOWS PLACE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32958 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32959 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/1/20: Change customer from CES to SES. Add new Rate Schedule T-92 C-20 and Gen Terms & Conditions Eff 6/18/20 | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-92A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-92B | <p>construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32959 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-92 C-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-92 C-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate,</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,565.57;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;
 - a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
 - b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 C-20
Replaces Rate Schedule T-92 C
Effective 06-18-20

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
|------------------------------------|

| |
|------|
| None |
|------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 288 | D | MMBtu | \$.0035 | 07/11/2019 | N |

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58916 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSHARON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58934 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TEAL RUN, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73137 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77967 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80624 | D | MMBtu | \$.0000 | 07/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32959 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|--------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32960 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Amend the Gen Terms and Cond | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGING CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 40998 | SYMMETRY ENERGY SERVICES | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--------------------|
|----------------------|--------------------|

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32960 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> | | |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> | | |
| T-91 E | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

RATE SCHEDULE NO. T-91 E

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1171">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1171 1508 1203">1. APPLICABILITY</p> <p data-bbox="284 1203 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32960 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> | | |
| | <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> | | |
| | <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> | | |
| | <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> | | |
| | <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> | | |
| | <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> | | |
| | <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> | | |
| | <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.</p> | | |
| | <p>2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.</p> | | |
| | <p>2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.</p> | | |
| | <p>2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.</p> | | |
| | <p>2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.</p> | | |
| | <p>2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.</p> | | |
| | <p>2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.</p> | | |
| | <p>2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.</p> | | |
| | <p>3. APPLICATION FOR SERVICE</p> | | |
| | <p>3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.</p> | | |
| | <p>3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32960 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.</p> | | |
| | <p>5. SCHEDULING AND NOMINATIONS</p> | | |
| | <p>5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:</p> | | |
| | <p>(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;</p> | | |
| | <p>(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or</p> | | |
| | <p>(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.</p> | | |
| | <p>5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.</p> | | |
| | <p>6. APPLICATION OF GENERAL TERMS AND CONDITIONS</p> | | |
| | <p>6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> | | |
| | <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> | | |
| | <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> | | |
| | <p>7. RECEIPT OF GAS FOR TRANSPORT</p> | | |
| | <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> | | |
| | <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |
| | <p>8. WARRANTY OF TITLE</p> | | |
| | <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> | | |
| | <p>9. UNACCEPTABLE QUANTITIES</p> | | |
| | <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgement, will adversely affect its ability to deliver gas to human needs or other service sales</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32960 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | |
| | Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 111594 | D | MMBtu | \$.0000 | 04/01/2020 | N |

DESCRIPTION: LINDALE INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 155 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HUNTSVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 216 | D | MMBtu | \$.0026 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: NACOGDOCHES, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 34649 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MT. PLEASANT

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TYLER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42975 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CARTHAGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 42977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CENTER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 23 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|----|---|-------|----------|------------|---|
| 60 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|----|---|-------|----------|------------|---|

DESCRIPTION: CLEVELAND, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32960****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 42978 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: CHEEK, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42981 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: CLEVELAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42985 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: DAYTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42987 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: DIBOLL, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42991 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: HENDERSON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42997 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: JACKSONVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42999 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: JASPER, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43005 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LATEXO, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|---------|------------|---|
| 109200 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|---------|------------|---|

DESCRIPTION: HALLSVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43006 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LONGVIEW, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43007 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: LONGVIEW, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43009 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LUFKIN, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43011 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MARSHALL, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43015 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ORANGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43026 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SILSBEE, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43027 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SILSBEE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43029 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TENAHA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43030 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TYLER, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 45345 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BEAUMONT, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58927 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GRAPELAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58938 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: MT. PLEASANT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71798 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KILGORE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71799 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEST ORANGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77066 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CROCKETT, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77076 | D | MMBTU | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ATLANTA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77125 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VIDOR, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77968 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GILMER, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78513 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HAWKINS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78665 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: OVERTON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78921 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PITTSBURG, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 80459 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: JEFFERSON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80631 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSE HILL ACRES, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80632 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LIBERTY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86374 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BRIDGE CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86488 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SARATOGA, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86489 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: TALCO, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 89120 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: RED LICK, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 90751 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SYLVAN-HARMONY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32960 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | | | |
|---|-----------------------------|-------------------------------|--|---|--|-------------------|--|
| RRC COID: 6263 | | | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32961 | | | | | |
| DESCRIPTION: Distribution Transportation | | | | STATUS: A | | | |
| OPERATOR NO: | | | | | | | |
| ORIGINAL CONTRACT DATE: | | | | RECEIVED DATE: 08/20/2020 | | | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | | | | | |
| INACTIVE DATE: | | | | AMENDMENT DATE: 06/18/2020 | | | |
| CONTRACT COMMENT: None | | | | | | | |
| REASONS FOR FILING | | | | | | | |
| NEW FILING: N | | | | RRC DOCKET NO: | | | |
| CITY ORDINANCE NO: | | | | | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 H-20 and new General Terms and C | | | | | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Changing customers from CenterPoint Energy Services to Symmetry Energy Service. Adding several Delivery Points to this tariff. | | | | | | | |
| PREPARER - PERSON FILING | | | | | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | | INACTIVE DATE: | | | |
| FIRST NAME: Pandy | | MIDDLE: | | LAST NAME: Livingston | | | |
| TITLE: Reg. Data Specialist | | | | | | | |
| ADDRESS LINE 1: P.O. Box 2628 | | | | | | | |
| ADDRESS LINE 2: | | | | | | | |
| CITY: Houston | | STATE: TX | | ZIP: 77252 | | ZIP4: 2628 | |
| AREA CODE: 713 | | PHONE NO: 207-5571 | | EXTENSION: | | | |
| CUSTOMERS | | | | | | | |
| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | | <u>DELIVERY POINT</u> | | | |
| 40998 | SYMMETRY ENERGY SERVICES | N | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBTu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 H-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
HOUSTON DIVISION
RATE SCHEDULE NO. T-90 H-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$335.16;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,160.16;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;
- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 H-20 Replaces Rate Schedule T-90 H Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 150 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55678 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LA PORTE, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58923 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CHANNEL AREA, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58924 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CONROE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58926 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58928 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HUMBLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58929 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MONTGOMERY COUNTY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58930 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX**

TARIFF CODE: DT **RRC TARIFF NO: 32961**

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58932 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: SHENANDOAH, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58933 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: STAFFORD, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58936 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WOODLANDS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68172 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NASSAU BAY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68837 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ANGLETON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71800 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HEDWIG VILLAGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73134 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTH HOUSTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73142 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GALENA PARK, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 103023 | D | MMBtu | \$.0000 | 08/01/2018 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: JACINTO CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 73144 | D | MMBtu | \$.0000 | 06/01/2020 | N |

DESCRIPTION: BELLAIRE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77067 | D | MMBTu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SOUTHSIDE PLACE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77072 | D | MMBTu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SPRING VALLEY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77967 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78248 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PORTER, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 79037 | D | MMBTu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NEW CANEY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80626 | D | MMBTu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80627 | D | MMBTu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SPRING, ENVIROINS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80629 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WILLIS, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 91057 | D | MMBTu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WALKER COUNTY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32961 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32962 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 C-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33146 | VISTA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 C-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
First 750 MMBtu @ \$0.7500/MMBtu
Next 750 MMBtu @ \$0.6000/MMBtu
Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C-20
Replaces Rate Schedule T-90 C
Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|------------------|--------------------|--------------------|------------------------------|------------------------------|----------------------------|
| 202 | D | MMBtu | \$0.0185 | 07/11/2019 | N |

DESCRIPTION: LEAGUE CITY, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55679 | D | MMBTU | \$0.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PASADENA, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58923 | D | MMBtu | \$0.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CHANNEL AREA, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$0.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 91337 | D | MMBtu | \$0.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LIVERPOOL, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32962 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32963 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 06/01/2020 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-90 A.

11. FACILITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 C-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58935 | D | MMBtu | \$.0000 | 06/01/2020 | N |

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67772 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77075 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 288 | D | MMBtu | \$.0035 | 06/01/2020 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80624 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 87308 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 92630 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FULSHEAR, INC

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32963 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32964 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 C-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33495 | NORTH STAR GAS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|--|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> Tnspt Terms T-90A | <u>DESCRIPTION</u> CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 1. APPLICABILITY 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20 2. DEFINITIONS 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. 2.4 The term Btu shall mean British Thermal Unit. 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. 2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A (a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32964 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-90 C-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>DEFINITIONS</p> <p>For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.</p> <p>NET MONTHLY RATE</p> <p>(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$365.57; (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu</p> <p>(iv) Payments to Government Authorities, as defined herein.</p> <p>(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,190.57; (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.3500/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>NET MONTHLY RATE (cont'd)</p> <p>(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:</p> <p>(i) Customer Charge @ \$1,190.57; (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein; (iii) Distribution Charge @ \$0.1125/MMBtu (iv) Payments to Government Authorities, as defined herein.</p> <p>CONTRACT DEMAND</p> <p>Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:</p> <p>(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;</p> <p>a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;</p> <p>b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;</p> <p>c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;</p> <p>(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32964 |
|------------------------|-----------------------------|

| |
|-------------------------------|
| CURRENT RATE COMPONENT |
|-------------------------------|

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20 |

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
|------------------------------------|

| |
|------|
| None |
|------|

| |
|------------------------|
| DELIVERY POINTS |
|------------------------|

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> | | | |
|--|-------------|----------------|-----------------------|-----------------------|---------------------|----------|-------|----------------|
| 67773 | D | MMBtu | \$.0000 | 07/11/2019 | N | | | |
| <u>DESCRIPTION:</u> LIVERPOOL, INC. | | | | | | | | |
| <table><tr><td>Customer</td><td>33495</td><td>NORTH STAR GAS</td></tr></table> | | | | | | Customer | 33495 | NORTH STAR GAS |
| Customer | 33495 | NORTH STAR GAS | | | | | | |

| |
|------------------------------|
| TYPE SERVICE PROVIDED |
|------------------------------|

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32965 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 C-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): Effective 6/1/20: ADDING SEVERAL DELIVERY POINTS TO THIS TARIFF. | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29240 | LUMINANT ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32965 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either: (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-90 C-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
First 750 MMBtu @ \$0.7500/MMBtu
Next 750 MMBtu @ \$0.6000/MMBtu
Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32965 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). | | |
| | MEASUREMENT | | |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. | | |
| | GENERAL TERMS AND CONDITIONS | | |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. | | |
| | Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20 | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32965 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 194 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 352 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58921 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66267 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WHARTON, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67773 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LIVERPOOL, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68836 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BROOKSHIRE, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86375 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: MONT BELVIEU, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 29240 | LUMINANT ENERGY |
|-----------------|-------|-----------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32966 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/25/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 09/25/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 9-25-20: Replace IIIFINITE ENERGY 34368 with the correct spelling INFINITE ENERGY 41325 | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41325 | INFINITE ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>3.6.1.1 A copy of Shipper's most recent audited financial statements;</p> <p>3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;</p> <p>3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and</p> <p>3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.</p> <p>3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:</p> <p>3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.</p> <p>3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.</p> <p>3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.</p> <p>3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:</p> <p>(a) a continuing deposit equal to a minimum</p> <p>4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT</p> <p>4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.</p> <p>4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.</p> <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32966 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-90 C-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
- First 750 MMBtu @ \$0.7500/MMBtu
- Next 750 MMBtu @ \$0.6000/MMBtu
- Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C-20
Replaces Rate Schedule T-90 C
Effective 06-18-20

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 194 | D | MMBtu | \$.0000 | 06/01/2020 | N |

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73135 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HIGHLANDS, ENVIRONS

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77972 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FREEPORT, INC.

| | | |
|-----------------|-------|-----------------|
| Customer | 41325 | INFINITE ENERGY |
|-----------------|-------|-----------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32966 |
|------------------------|-----------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32967 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/30/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): EFFECTIVE 8/1/20: ADDING BACK DELIVERY POINTS: TEXAS CITY AND LAKE JACKSON INC TO THIS TARIFF | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32967 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| 11. FACILITIES | | | |
| 11.1 For all meters being served under these General Terms for Transportation Service: | | | |
| 11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. | | | |
| 11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages. | | | |
| 11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point. | | | |
| 11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer. | | | |
| 11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service. | | | |
| 12. BALANCING | | | |
| 12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers. | | | |
| 12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical. | | | |
| 12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances. | | | |
| 12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32967 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 12.5 Daily Imbalances During Critical Period Events | | |
| | <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances</p> <p>(i) impair Company's ability to maintain the operational integrity of its distribution system, or</p> <p>(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</p> <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or</p> <p>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.</p> <p>12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.</p> <p>12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.</p> <p>12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.</p> <p>12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.</p> <p>12.6 Multi-day Imbalances</p> <p>12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.</p> <p>12.6.2 Company shall not be obligated to do the following under any circumstances:</p> <p>(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or</p> <p>(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances</p> <p>(i) impair Company's ability to maintain the operational integrity of its distribution system, or</p> <p>(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</p> <p>(i) an Excess Flow Event (Shipner's (deliveries exceed takes); or</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of
(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
(ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

T-90 C-20 Corrected

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu per day, and
(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
First 750 MMBtu @ \$0.7500/MMBtu
Next 750 MMBtu @ \$0.6000/MMBtu
Over 1,500 MMBtu @ \$0.4500/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1513 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1513 531">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 531 1513 573">MEASUREMENT</p> <p data-bbox="284 573 1513 699">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 699 1513 741">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 741 1513 814">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p data-bbox="284 814 1513 909">Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20</p> <p data-bbox="284 909 1513 1014">CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1014 1513 1056">1. APPLICABILITY</p> <p data-bbox="284 1056 1513 1161">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p data-bbox="284 1161 1513 1266">Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1266 1513 1308">2. DEFINITIONS</p> <p data-bbox="284 1308 1513 1392">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1392 1513 1465">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1465 1513 1539">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1539 1513 1581">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1581 1513 1623">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1623 1513 1696">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1696 1513 1770">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1770 1513 1843">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1843 1513 1885">2.9 The term Delivery Point shall mean</p> <p data-bbox="284 1885 1513 1932">(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more</p> |

Tnspt Terms T-90A

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- meters downstream of the Receipt Point;
 (b) where Company has adequate capacity;
 (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
 (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.
- 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.
- 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A
- (a) will contain specified information as described in Section 4 herein;
 (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
 (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.
- 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.
- 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.
- 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.
- 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.
- 2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.
- 2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.
- 2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.
- 2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.
- 2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.
- 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.
- 2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.
- 3. APPLICATION FOR SERVICE**
- 3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.
- 3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32967 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>4.3 All approved Shippers must submit an Exhibit A for any of the following:</p> <p>4.3.1 A request to initiate transportation service at a specified Delivery Point;</p> <p>4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;</p> <p>4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or</p> <p>4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.</p> <p>4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:</p> <p>4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;</p> <p>4.4.2 Gas Quantities:</p> <p>4.4.2.1 The MDQ;</p> <p>4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule</p> <p>4.4.3 The Receipt Point(s) and Delivery Point(s);</p> <p>4.4.4 Term of Service</p> <p>4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;</p> <p>4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.</p> <p>4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;</p> <p>4.4.6 Upstream Pipeline Contact Information for Confirmations</p> <p>4.4.7 Indexes:</p> <p>4.4.7.1 Applicable Monthly Index;</p> <p>4.4.7.2 Applicable Index Adder; and</p> <p>4.4.7.3 Applicable Daily Index</p> <p>4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.</p> <p>4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.</p> <p>4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.</p> <p>4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.</p> <p>4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32967 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. | | |
| | 5. SCHEDULING AND NOMINATIONS | | |
| | 5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: | | |
| | (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; | | |
| | (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or | | |
| | (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. | | |
| | 5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 32967****CURRENT RATE COMPONENT****RATE COMP. ID****DESCRIPTION**

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92

Effective 06-18-2020

Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32967****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 352 | D | MMBtu | \$.0000 | 08/01/2020 | N |

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58926 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 288 | D | MMBtu | \$.0035 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 67772 | D | MMBtu | \$.0000 | 08/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77972 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FREEPORT, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32967****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 80624 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32968 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 C-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 31483 | COKINOS | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> |
| | <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32968 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 531">KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p data-bbox="284 531 1508 573">16.2 Force Majeure</p> <p data-bbox="284 573 1508 741">16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p data-bbox="284 741 1508 1014">16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p data-bbox="284 1014 1508 1098">16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p data-bbox="284 1098 1508 1203">Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p data-bbox="34 1203 284 1308">PSIF-14</p> <p data-bbox="284 1203 1508 1308">PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> <p data-bbox="34 1308 284 1413">T-90 C-20 Corrected</p> <p data-bbox="284 1308 1508 1413">CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-20</p> <p data-bbox="284 1413 1508 1476">AVAILABILITY</p> <p data-bbox="284 1476 1508 1581">Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p data-bbox="284 1581 1508 1644">APPLICATION</p> <p data-bbox="284 1644 1508 1707">This Rate Schedule is applicable to gas transportation service, where</p> <p data-bbox="284 1707 1508 1929">(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
First 750 MMBtu @ \$0.7500/MMBtu
Next 750 MMBtu @ \$0.6000/MMBtu
Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32968 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32968****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 202 | D | MMBtu | \$.0000 | 10/01/2019 | N |

DESCRIPTION: LEAGUE CITY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 352 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: TEXAS CITY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 150 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 194 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 55672 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: DICKINSON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 68837 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: ANGLETON, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 73140 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32968****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 77073 | D | MMBTu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77075 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: ROSENBERG, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77967 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: MISSOURI CITY, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 80625 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KEMAH, INC.

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 80626 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PEARLAND, ENVIRONS

| | | |
|-----------------|-------|---------|
| Customer | 31483 | COKINOS |
|-----------------|-------|---------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32969 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 08/20/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 06/18/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-90 C-20 and new General Terms and Conditions | | | |
| OTHER(EXPLAIN): Effective 6/1/20: Adding several Delivery Points to this tariff. | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33145 | CIMA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|--|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-90A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):</p> <p>Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

MMBtu which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

(a) a continuing deposit equal to a minimum

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32969 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 | | |
| | Effective 06-18-2020 | | |
| | Terms & Conditions | | |
| Tnspt Terms T-90B | Continuation from Tnspt Terms T-90 A. | | |
| | 11. FACILITIES | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or

(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of

(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p>Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-90 C-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-90 C-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$365.57;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge
First 750 MMBtu @ \$0.7500/MMBtu
Next 750 MMBtu @ \$0.6000/MMBtu
Over 1,500 MMBtu @ \$0.4500/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,190.57;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|------------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise). |
| | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 C-20 Replaces Rate Schedule T-90 C Effective 06-18-20 |
| RATE ADJUSTMENT PROVISIONS: | |
| None | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55673 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55678 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LA PORTE, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58921 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALVIN, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66265 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BAYTOWN, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 66267 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WHARTON, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68836 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BROOKSHIRE, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 68837 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ANGLETON, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73137 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 73140 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: KATY, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77073 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77973 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CLUTE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77975 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FRIENDSWOOD, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 194 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 202 | D | MMBTu | \$.0185 | 07/11/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: LEAGUE CITY, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77981 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SEABROOK, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78666 | D | MMBTu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BROOKSHIRE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32969 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32970 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-------------------------------|---|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| Tnspt Terms T-91A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;</p> <p>(b) where Company has adequate capacity;</p> <p>(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and</p> <p>(d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.</p> <p>The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein;</p> <p>(b) will require signed acknowledgement of the Shipper and the End-use Customer; and</p> <p>(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32970 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or

Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.</p> <p>15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.</p> <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 892"><u>DESCRIPTION</u></p> <p data-bbox="284 357 1508 892">OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p data-bbox="284 903 1508 934">16.2 Force Majeure</p> <p data-bbox="284 955 1508 1102">16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p data-bbox="284 1123 1508 1365">16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p data-bbox="284 1386 1508 1459">16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions</p> <p data-bbox="284 1480 1508 1554">Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p data-bbox="34 1575 284 1606">PSIF-14</p> <p data-bbox="284 1575 1508 1680">PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> <p data-bbox="34 1680 284 1711">T-91 E</p> <p data-bbox="284 1680 1508 1774">CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION RATE SCHEDULE NO. T-91 E</p> <p data-bbox="284 1816 1508 1848">AVAILABILITY</p> <p data-bbox="284 1869 1508 1934">Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32970 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| | <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19</p> |

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> | | | |
|---|-------------|---------------------------|-----------------------|-----------------------|---------------------|----------|-------|---------------------------|
| 58941 | D | MMBtu | \$.0000 | 07/11/2019 | N | | | |
| <u>DESCRIPTION:</u> NEW BOSTON, ENV. | | | | | | | | |
| <table><tr><td>Customer</td><td>41398</td><td>TEXAS GENERAL LAND OFFICE</td></tr></table> | | | | | | Customer | 41398 | TEXAS GENERAL LAND OFFICE |
| Customer | 41398 | TEXAS GENERAL LAND OFFICE | | | | | | |
| 234 | D | MMBtu | \$.0000 | 07/11/2019 | N | | | |
| <u>DESCRIPTION:</u> NACOGDOCHES, INC. | | | | | | | | |
| <table><tr><td>Customer</td><td>41398</td><td>TEXAS GENERAL LAND OFFICE</td></tr></table> | | | | | | Customer | 41398 | TEXAS GENERAL LAND OFFICE |
| Customer | 41398 | TEXAS GENERAL LAND OFFICE | | | | | | |
| 359 | D | MMBtu | \$.0000 | 07/11/2019 | N | | | |
| <u>DESCRIPTION:</u> TYLER, INC. | | | | | | | | |
| <table><tr><td>Customer</td><td>41398</td><td>TEXAS GENERAL LAND OFFICE</td></tr></table> | | | | | | Customer | 41398 | TEXAS GENERAL LAND OFFICE |
| Customer | 41398 | TEXAS GENERAL LAND OFFICE | | | | | | |

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY

FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | | | |
|---|-----------------------------|-------------------------------|--|---|--|-------------------|--|
| RRC COID: 6263 | | | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32990 | | | | | |
| DESCRIPTION: Distribution Transportation | | | | STATUS: A | | | |
| OPERATOR NO: | | | | | | | |
| ORIGINAL CONTRACT DATE: | | | | RECEIVED DATE: 08/20/2020 | | | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | | | | | |
| INACTIVE DATE: | | | | AMENDMENT DATE: 06/18/2020 | | | |
| CONTRACT COMMENT: None | | | | | | | |
| REASONS FOR FILING | | | | | | | |
| NEW FILING: N | | | | RRC DOCKET NO: | | | |
| CITY ORDINANCE NO: | | | | | | | |
| AMENDMENT(EXPLAIN): Effective 6/18/20: Add new Rate Schedule T-91 S-20 and new General Terms and Conditions | | | | | | | |
| OTHER(EXPLAIN): Effective 6/1/20: CHANGING CUSTOMER NAME FROM CENTERPOINT ENERGY SERVICES TO SYMMETRY ENERGY SERVICES. ADDING SEVERAL DELIVERY POINTS TO THIS TARIFF | | | | | | | |
| PREPARER - PERSON FILING | | | | | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | | INACTIVE DATE: | | | |
| FIRST NAME: Pandy | | MIDDLE: | | LAST NAME: Livingston | | | |
| TITLE: Reg. Data Specialist | | | | | | | |
| ADDRESS LINE 1: P.O. Box 2628 | | | | | | | |
| ADDRESS LINE 2: | | | | | | | |
| CITY: Houston | | STATE: TX | | ZIP: 77252 | | ZIP4: 2628 | |
| AREA CODE: 713 | | PHONE NO: 207-5571 | | EXTENSION: | | | |
| CUSTOMERS | | | | | | | |
| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | | <u>DELIVERY POINT</u> | | | |
| 40998 | SYMMETRY ENERGY SERVICES | N | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32990 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| Tnspt Terms T-91A | CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92 | | |
| | 1. APPLICABILITY | | |
| | 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20 | | |
| | 2. DEFINITIONS | | |
| | 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. | | |
| | 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. | | |
| | 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. | | |
| | 2.4 The term Btu shall mean British Thermal Unit. | | |
| | 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. | | |
| | 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). | | |
| | 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. | | |
| | 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. | | |
| | 2.9 The term Delivery Point shall mean | | |
| | (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; | | |
| | (b) where Company has adequate capacity; | | |
| | (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and | | |
| | (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. | | |
| | 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. | | |
| | 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. | | |
| | The Exhibit A | | |
| | (a) will contain specified information as described in Section 4 herein; | | |
| | (b) will require signed acknowledgement of the Shipper and the End-use Customer; and | | |
| | (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. | | |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. | | |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. | | |
| | 2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement. | | |
| | 2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32990 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32990 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p>11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.</p> <p>11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.</p> <p>11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.</p> <p>11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.</p> <p>12. BALANCING</p> <p>12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.</p> <p>12.2 Shipper shall have a general obligation to:</p> <p>(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.</p> <p>12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.</p> <p>12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.</p> <p>12.5 Daily Imbalances During Critical Period Events</p> <p>12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances</p> <p>(i) impair Company's ability to maintain the operational integrity of its distribution system, or</p> <p>(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:</p> <p>(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or</p> <p>(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32990 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions

Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

PSIF-14 PIPELINE SAFETY INSPECTION FEE:
Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211.
The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line.
Collected from April 1, 2020 to April 30, 2020.

T-91 S-20 Corrected CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S-20

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's South Texas Division, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$345.93;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge

First 750 MMBtu @ \$0.6000/MMBtu
 Next 750 MMBtu @ \$0.4000/MMBtu
 Over 1,500 MMBtu @ \$0.2000/MMBtu

- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,170.93;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will updated annually every July 1 until there is a history of sixty (60) months of gas consumption;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;

d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 32990 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. Original Rate Schedule T-91 S-20 Replaces Rate Schedule T-91 S Effective 06-18-20</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32990****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 96 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: EL CAMPO, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|---------|------------|---|
| 103021 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|---------|------------|---|

DESCRIPTION: GREGORY INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|---------|------------|---|
| 103022 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|--------|---|-------|---------|------------|---|

DESCRIPTION: EDROY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|--------|---|-------|---------|------------|---|
| 111218 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|--------|---|-------|---------|------------|---|

DESCRIPTION: WASKOM, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 183 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: KINGSVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42969 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BASTROP, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42970 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: BASTROP, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 42993 | D | MMBtu | \$.0000 | 10/01/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: HONDO, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43000 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: KENEDY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 43003 | D | MMBtu | \$.0000 | 06/01/2004 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LAREDO, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 32990****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43013 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: NEW BRAUNFELS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43014 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: NEW BRAUNFELS, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43018 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SAN MARCOS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43019 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SAN MARCOS, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43023 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SEGUIN, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43025 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SELMA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43033 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: VICTORIA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43034 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEIMAR, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 43035 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: WEIMAR, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55674 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: EL CAMPO, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 66345 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: UNIVERSAL CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73133 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ALICE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73138 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: LA GRANGE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 73139 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: EAGLE LAKE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77068 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GANADO, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77069 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BEEVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77071 | D | MMBtu | \$.0000 | 10/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PLEASANTON, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77965 | D | MMBtu | \$.0000 | 10/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PORT LAVACA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78512 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SCHERTZ, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78741 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BUDA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 78742 | D | MMBtu | \$.0000 | 07/11/2019 | N |

DESCRIPTION: FLORESVILLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 78743 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KYLE, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80630 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PORTLAND, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 86346 | D | MMBtu | \$.0000 | 06/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: GIDDINGS, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 88089 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: EDNA, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 88792 | D | MMBtu | \$.0000 | 12/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KARNES CITY, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 88793 | D | MMBtu | \$.0000 | 12/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KARNES CITY, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 93126 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ODEM, ENVIRONS

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 94309 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: CIBOLO, INC.

| | | |
|-----------------|-------|--------------------------|
| Customer | 40998 | SYMMETRY ENERGY SERVICES |
|-----------------|-------|--------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 32990 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33016 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/20/2019 | |
| INITIAL SERVICE DATE: 08/01/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 33146 | VISTA ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
| | <p>billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section</p> <p>13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. SSURANCE OF PERFORMANCE</p> <p>If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> <p>15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;</p> <p>15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or</p> <p>15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GSD - 2 TARIFF REPORT

Page 1168 of 1271

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33016 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33016 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys` fees, which Company may incur as a result of Shipper`s failure or refusal to disclose the purchase price of gas transported under the Agreement.</p> <p>OTHER CHARGES</p> <p>Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.</p> <p>BILLING AND PAYMENT</p> <p>Company`s invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months` billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.</p> <p>NATURAL GAS ACT</p> <p>Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company`s sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C.Section717 et seq.</p> <p>WRITTEN SERVICE AGREEMENT</p> <p>Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p>CURTAILMENT</p> <p>In the event of curtailment by Company of Company`s customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company`s end-use customers of the same classification based on Company`s then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company`s higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company`s lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company`s General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19</p> | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 33016****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58923 | D | MMBtu | \$.0000 | 08/01/2019 | N |

DESCRIPTION: CHANNEL AREA, ENVIRONS

| | | |
|-----------------|-------|--------------|
| Customer | 33146 | VISTA ENERGY |
|-----------------|-------|--------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33020 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/22/2019 | |
| INITIAL SERVICE DATE: 07/11/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): Effectivew 8/1/19: Administrative Oversight - Add Delivery Point - Deer Park Inc to this tariff | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92 1.

APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****7. RECEIPT OF GAS FOR TRANSPORT**

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.

16.2 Force Majeure

15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.

15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13

PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-90 C

CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
TEXAS COAST DIVISION
RATE SCHEDULE NO. T-90 C

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported. **DEFINITIONS** For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$342.58;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu
@ \$0.7500/MMBtu Next 750 MMBtu
@ \$0.6000/MMBtu Over 1,500 MMBtu
@ \$0.4500/MMBtu
- iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33020 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-90 C

Replaces Rate Schedule T-90

Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 33020****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58926 | D | MMBtu | \$.0000 | 08/01/2019 | N |

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 58935 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: WEBSTER, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-----|---|-------|---------|------------|---|
| 194 | D | MMBtu | \$.0000 | 02/01/2006 | N |
|-----|---|-------|---------|------------|---|

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 67772 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: LAKE JACKSON, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

| | | | | | |
|-------|---|-------|---------|------------|---|
| 77073 | D | MMBtu | \$.0000 | 07/11/2019 | N |
|-------|---|-------|---------|------------|---|

DESCRIPTION: PEARLAND, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|---------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33026 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 10/27/2020 | |
| INITIAL SERVICE DATE: 08/01/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 10/01/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 10/1/20: Change Customer name from TGLO to TEXAS GENERAL LAND OFFICE | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41398 | TEXAS GENERAL LAND OFFICE | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|---|
| Tnspt Terms T-92A | <p>CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p>1. APPLICABILITY</p> <p>1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p>2. DEFINITIONS</p> <p>2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p>2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p>2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p>2.4 The term Btu shall mean British Thermal Unit.</p> <p>2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p>2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p>2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p>2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p>2.9 The term Delivery Point shall mean</p> <p>(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.</p> <p>2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.</p> <p>2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A</p> <p>(a) will contain specified information as described in Section 4 herein; (b) will require signed acknowledgement of the Shipper and the End-use Customer; and (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.</p> <p>2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.</p> <p>2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.</p> <p>2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.</p> <p>2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|--|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 363"><u>DESCRIPTION</u></p> <p data-bbox="284 363 1508 405">construed harmoniously with such laws or orders.</p> <p data-bbox="284 405 1508 468">6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p data-bbox="284 468 1508 531">6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p data-bbox="284 531 1508 573">7. RECEIPT OF GAS FOR TRANSPORT</p> <p data-bbox="284 573 1508 720">7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p data-bbox="284 720 1508 835">7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p data-bbox="284 835 1508 877">8. WARRANTY OF TITLE</p> <p data-bbox="284 877 1508 1035">8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p data-bbox="284 1035 1508 1077">9. UNACCEPTABLE QUANTITIES</p> <p data-bbox="284 1077 1508 1171">9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p data-bbox="284 1171 1508 1213">10. GAS TRANSPORTED BY COMPANY</p> <p data-bbox="284 1213 1508 1413">10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p data-bbox="284 1413 1508 1507">10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p data-bbox="284 1507 1508 1591">Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p data-bbox="34 1591 284 1927">Tnspt Terms T-92B</p> <p data-bbox="284 1591 1508 1654">Continuation from Tnspt Terms T-91 A.</p> <p data-bbox="284 1654 1508 1696">11. FACILITIES</p> <p data-bbox="284 1696 1508 1738">11.1 For all meters being served under these General Terms for Transportation Service:</p> <p data-bbox="284 1738 1508 1885">11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.</p> <p data-bbox="284 1885 1508 1927">11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33026 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-92 C-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE TEXAS COAST DIVISION RATE SCHEDULE NO. T-92 C-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Texas Coast Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate,</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,565.57;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

- a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption;
- b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

- c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule;
- d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****PAYMENTS TO GOVERNMENTAL AUTHORITIES**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 C-20
Replaces Rate Schedule T-92 C
Effective 06-18-20

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

| |
|------------------------------------|
| RATE ADJUSTMENT PROVISIONS: |
|------------------------------------|

| |
|------|
| None |
|------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33026 |
|------------------------|-----------------------------|

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 288 | D | MMBtu | \$.0035 | 08/01/2019 | N |

DESCRIPTION: RICHMOND, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|--------|---|-------|----------|------------|---|
| 110564 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|--------|---|-------|----------|------------|---|

DESCRIPTION: BEASLEY, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 150 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55670 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SUGAR LAND, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 55675 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: RICHMOND, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77075 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, INC.

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77977 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: KATY, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 80624 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PECAN GROVE, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 87308 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: ROSENBERG, ENVIRONS

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 92630 | D | MMBtu | \$.0000 | 08/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: FULSHEAR, INC

| | | |
|-----------------|-------|---------------------------|
| Customer | 41398 | TEXAS GENERAL LAND OFFICE |
|-----------------|-------|---------------------------|

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 COMPANY NAME: CENTERPOINT ENERGY ENTEX**TARIFF CODE: DT RRC TARIFF NO: 33026****TYPE SERVICE PROVIDED**

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| E | Electric Generation Sales | |
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33234 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: 11/01/2019 | | RECEIVED DATE: 12/17/2019 | |
| INITIAL SERVICE DATE: | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 899 | | ACTIVE FLAG: Y | |
| FIRST NAME: Alice | | MIDDLE: S. | |
| TITLE: Suprv. Reg. Support Services | | LAST NAME: Hart | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5322 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 29391 | CONSTELLATION | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

(a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;

(b) where Company has adequate capacity;

(c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

? 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper. 2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33234 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section | | |
| | 3.6: 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. | | |
| | 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. | | |
| | 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. | | |
| | 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: | | |
| | (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; | | |
| | (b) a standby irrevocable letter of credit acceptable to Company; or | | |
| | (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. | | |
| | 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT | | |
| | 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. | | |
| | 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. | | |
| | 4.3 All approved Shippers must submit an Exhibit A for any of the following: | | |
| | 4.3.1 A request to initiate transportation service at a specified Delivery Point; | | |
| | 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; | | |
| | 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or | | |
| | 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. | | |
| | 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: | | |
| | 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; | | |
| | 4.4.2 Gas Quantities: | | |
| | 4.4.2.1 The MDQ; | | |
| | 4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule | | |
| | 4.4.3 The Receipt Point(s) and Delivery Point(s); | | |
| | 4.4.4 Term of Service | | |
| | 4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service; | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

Tnspt Terms T-91B

Continuation from Tnspt Terms T-92 A.
CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to: (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply. 12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances (i) impair Company's ability to maintain the operational integrity of its distribution system, or (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances: (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150% 1

2.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. **SSURANCE OF PERFORMANCE** If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall: 15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33234 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.</p> <p>15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.</p> <p>16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE</p> <p>16.1 Limitations of Liability</p> <p>16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.</p> <p>16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>15.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>15.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.

15.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.

First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019
Terms & Conditions

PSIF-13 PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2019 Pipeline Safety Fee is a one-time customer charge per bill \$1.09, based on \$1.00 per service line. Collected from April 1, 2019 to April 30, 2019.

T-91 S CENTERPOINT ENERGY ENTEX
TRANSPORTATION SERVICE
SOUTH TEXAS DIVISION
RATE SCHEDULE NO. T-91 S

AVAILABILITY

Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;

(b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,

(d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and

(e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ \$327.20;

(ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu

(iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

(i) Customer Charge @ \$1,152.20;

(ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;

(iii) Distribution Charge @ \$0.1500/MMBtu (iv) Payments to Government Authorities, as defined herein.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,152.20;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;
- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.
- (iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-91 S

Replaces Rate Schedule T-91

Effective 07-11-19

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 43001 | D | MMBtu | \$.0000 | 11/01/2019 | N |

DESCRIPTION: KENEDY, INC.

| | | |
|-----------------|-------|---------------|
| Customer | 29391 | CONSTELLATION |
|-----------------|-------|---------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33234 |
|------------------------|-----------------------------|

| |
|--------------------------|
| TUC APPLICABILITY |
|--------------------------|

| |
|---|
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> |
|---|

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|--|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33434 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 09/25/2020 | |
| INITIAL SERVICE DATE: 12/01/2019 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: 09/25/2020 | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: N | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): Effective 9-25-20: Replace IIIFINITE ENERGY 34368 with the correct spelling INFINITE ENERGY 41325 | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41325 | INFINITE ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
- (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
- (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
- (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33434 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.</p> <p>6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.</p> <p>6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.</p> <p>7. RECEIPT OF GAS FOR TRANSPORT</p> <p>7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.</p> <p>7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> <p>8. WARRANTY OF TITLE</p> <p>8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.</p> <p>9. UNACCEPTABLE QUANTITIES</p> <p>9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.</p> <p>10. GAS TRANSPORTED BY COMPANY</p> <p>10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.</p> <p>10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> <p>Tnspt Terms T-91B Continuation from Tnspt Terms T-91 A.</p> <p>11. FACILITIES</p> <p>11.1 For all meters being served under these General Terms for Transportation Service:</p> <p>11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33434 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1 In the event (each an Event of Default) Shipper or its guarantor shall: | | |
| | 15.1.1 Make an assignment or any general arrangement for the benefit of creditors; | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE | | |
| | 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY | | |

GSD - 2 TARIFF REPORT

Page 1226 of 1271

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

APPLICATION

This Rate Schedule is applicable to gas transportation service, where

- (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper;
- (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion;
- (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby,
- (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
- (e) Company does not take title to or own the gas so transported.

DEFINITIONS

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$315.45;
- (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,140.45;
- (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33434 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | |
|--|---|--------------------|--------------------------------------|------------------------------|----------------------------|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | | |
| TARIFF CODE: DT | RRC TARIFF NO: 33434 | | | | |
| CURRENT RATE COMPONENT | | | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | | | |
| | <p>In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p>MEASUREMENT</p> <p>The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p>GENERAL TERMS AND CONDITIONS</p> <p>Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <p>Original Rate Schedule T-91 E Replaces Rate Schedule T-91 Effective 07-11-19</p> | | | | |
| RATE ADJUSTMENT PROVISIONS: | | | | | |
| None | | | | | |
| DELIVERY POINTS | | | | | |
| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
| 42978 | D | MMBtu | \$.0000 | 12/01/2019 | N |
| <u>DESCRIPTION:</u> CHEEK, ENVIRONS | | | | | |
| Customer | 41325 INFINITE ENERGY | | | | |
| TYPE SERVICE PROVIDED | | | | | |
| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | | <u>OTHER TYPE DESCRIPTION</u> | | |
| H | Transportation | | | | |
| TUC APPLICABILITY | | | | | |
| <u>FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY</u> | | | | | |
| <p>Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.</p> <p>I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.</p> | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | | | | | |
|---|-----------------------------|-------------------------------|--|---|--|-------------------|--|
| RRC COID: 6263 | | | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | | | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33585 | | | | | |
| DESCRIPTION: Distribution Transportation | | | | STATUS: A | | | |
| OPERATOR NO: | | | | | | | |
| ORIGINAL CONTRACT DATE: | | | | RECEIVED DATE: 01/12/2021 | | | |
| INITIAL SERVICE DATE: 12/01/2019 | | TERM OF CONTRACT DATE: | | | | | |
| INACTIVE DATE: | | | | AMENDMENT DATE: 06/01/2020 | | | |
| CONTRACT COMMENT: None | | | | | | | |
| REASONS FOR FILING | | | | | | | |
| NEW FILING: N | | RRC DOCKET NO: | | | | | |
| CITY ORDINANCE NO: | | | | | | | |
| AMENDMENT(EXPLAIN): None | | | | | | | |
| OTHER(EXPLAIN): Effective 11/1/20: Add Delivery Points: (5 Inc Cities) Houston, Hedwig Village, Piney Point Village, Spring Valley and Bunker Hill Village | | | | | | | |
| PREPARER - PERSON FILING | | | | | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | | INACTIVE DATE: | | | |
| FIRST NAME: Pandy | | MIDDLE: | | LAST NAME: Livingston | | | |
| TITLE: Reg. Data Specialist | | | | | | | |
| ADDRESS LINE 1: P.O. Box 2628 | | | | | | | |
| ADDRESS LINE 2: | | | | | | | |
| CITY: Houston | | STATE: TX | | ZIP: 77252 | | ZIP4: 2628 | |
| AREA CODE: 713 | | PHONE NO: 207-5571 | | EXTENSION: | | | |
| CUSTOMERS | | | | | | | |
| <u>CUSTOMER NO</u> | <u>CUSTOMER NAME</u> | <u>CONFIDENTIAL?</u> | | <u>DELIVERY POINT</u> | | | |
| 33145 | CIMA ENERGY | N | | | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-92A

CENTERPOINT ENERGY ENTEX
GENERAL TERMS AND CONDITIONS
FOR TRANSPORTATION SERVICE
RATE SCHEDULES T-90, T-91 & T-92

1. APPLICABILITY

1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s):
Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20

2. DEFINITIONS

2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.

2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.

2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.

2.4 The term Btu shall mean British Thermal Unit.

2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.

2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).

2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.

2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.

2.9 The term Delivery Point shall mean

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
- (b) where Company has adequate capacity;
- (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. The Exhibit A

(a) will contain specified information as described in Section 4 herein;

(b) will require signed acknowledgement of the Shipper and the End-use Customer; and

(c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92 Effective 06-18-2020
Terms & Conditions

Tnspt Terms T-92B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetry is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

- (i) impair Company's ability to maintain the operational integrity of its distribution system, or
- (ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

- (i) an Excess Flow Event (Shipper's (deliveries exceed takes); or
- (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33585 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | <p>12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.</p> <p>12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.</p> <p>13. BILLING AND PAYMENT</p> <p>13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.</p> <p>13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.</p> <p>13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.</p> <p>13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of</p> <p>(i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or</p> <p>(ii) the maximum applicable lawful interest rate.</p> <p>13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.</p> <p>14. ASSURANCE OF PERFORMANCE If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.</p> <p>15. EVENT OF DEFAULT AND EARLY TERMINATION</p> <p>15.1 In the event (each an Event of Default) Shipper or its guarantor shall:</p> <p>15.1.1 Make an assignment or any general arrangement for the benefit of creditors;</p> <p>15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;</p> <p>15.1.3 otherwise become bankrupt or insolvent (however evidenced);</p> <p>15.1.4 be unable to pay its debts as they fall due;</p> <p>15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;</p> <p>15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;</p> | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner:

(A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED.

16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| | <p>DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> <p>16.2 Force Majeure</p> <p>16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch.</p> <p>16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty.</p> <p>16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure.</p> <p>Second Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions</p> |
| PSIF-14 | <p>PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020.</p> |
| T-92 H-20 Corrected | <p>CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE HOUSTON DIVISION RATE SCHEDULE NO. T-92 H-20</p> <p>AVAILABILITY</p> <p>Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book.</p> <p>APPLICATION</p> <p>This Rate Schedule is applicable to gas transportation service, where</p> <p>(a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston Division, as defined in the contract contemplated hereby, to a campus or campuses of a public school district that is eligible to purchase State Royalty Gas; (d) where the actual aggregated annual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 50 MMBtu per day; and (e) Company does not take title to or own the gas so transported.</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION****DEFINITIONS**

For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

Effective with all bills calculated on and after June 18, 2020, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$2,535.16;
- (ii) Administrative Charge @ \$15.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.2500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

- (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed;

a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025;

CONTRACT DEMAND (cont'd)

c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

- (ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

- (iii) In no instance shall the Initial CD or the Replacement CD be less than 50 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charge in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered.

Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

MEASUREMENT

The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.

GENERAL TERMS AND CONDITIONS

Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.

Original Rate Schedule T-92 H-20
Replaces Rate Schedule T-92 H
Effective 06-18-20

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33585 |
|------------------------|-----------------------------|

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 58930 | D | MMBtu | \$.0000 | 12/01/2019 | N |

DESCRIPTION: PASADENA, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 71800 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: HEDWIG VILLAGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 77072 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: SPRING VALLEY, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 85417 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: PINEY POINT VILLAGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 85938 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: BUNKER HILL VILLAGE, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-----|---|-------|----------|------------|---|
| 149 | D | MMBtu | \$.0000 | 11/01/2020 | N |
|-----|---|-------|----------|------------|---|

DESCRIPTION: HOUSTON, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

| | | | | | |
|-------|---|-------|----------|------------|---|
| 58926 | D | MMBtu | \$.0000 | 12/01/2019 | N |
|-------|---|-------|----------|------------|---|

DESCRIPTION: DEER PARK, INC.

| | | |
|-----------------|-------|-------------|
| Customer | 33145 | CIMA ENERGY |
|-----------------|-------|-------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|----------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33854 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 05/08/2020 | |
| INITIAL SERVICE DATE: 02/01/2020 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 34368 | IINFINITE ENERGY | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-90B

Continuation from Tnspt Terms T-92 A.
 CENTERPOINT ENERGY ENTEX
 GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION
 SERVICE RATE SCHEDULES T-90, T-91 & T-92

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstitution of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstitution of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstitute service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstitute service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstitution of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

- (i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and
- (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or (ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu: (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

(i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
(ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section

13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. SSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance. Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33854 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it; | | |
| | 15.1.3 otherwise become bankrupt or insolvent (however evidenced); | | |
| | 15.1.4 be unable to pay its debts as they fall due; | | |
| | 15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; | | |
| | 15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract; | | |
| | 15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company; | | |
| | 15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or | | |
| | 15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled. | | |
| | 15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease. | | |
| | 15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof. | | |
| | 15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate. | | |
| | 16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE 16.1 Limitations of Liability | | |
| | 16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends. | | |
| | 16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE | | |

GSD - 2 TARIFF REPORT

Page 1249 of 1271

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Houston or Texas Coast Divisions, as defined in the contract contemplated hereby,
 (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and
 (e) Company does not take title to or own the gas so transported. DEFINITIONS For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule.

NET MONTHLY RATE

(A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$342.58;
- (ii) Administrative Charge @ \$17.5000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge First 750 MMBtu @ \$0.7500/MMBtu Next 750 MMBtu @ \$0.6000/MMBtu Over 1,500 MMBtu @ \$0.4500/MMBtu
- iv) Payments to Government Authorities, as defined herein.

(B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$6.2500/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.3500/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

NET MONTHLY RATE (cont'd)

(C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of:

- (i) Customer Charge @ \$1,167.58;
- (ii) Administrative Charge @ \$4.0000/MMBtu of Contract Demand, as defined herein;
- (iii) Distribution Charge @ \$0.1125/MMBtu
- (iv) Payments to Government Authorities, as defined herein.

CONTRACT DEMAND

Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of:

(i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.

WRITTEN SERVICE AGREEMENT

Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.

CURTAILMENT

In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| Tnspt Terms T-90A | MEASUREMENT |
| | The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms. |
| | GENERAL TERMS AND CONDITIONS |
| | Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time. |
| | Original Rate Schedule T-90 C Replaces Rate Schedule T-90 Effective 07-11-19 |
| | CENTERPOINT ENERGY ENTEX |
| | GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION |
| | SERVICE RATE SCHEDULES T-90, T-91 & T-92 1. |
| | APPLICABILITY |
| | 1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H and T-90 C Rate Schedule T-91 E and T-91 S Rate Schedule T-92 H, T-92 C, T-92 E, and T-92 S 2. DEFINITIONS |
| | 2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper. |
| | 2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement. |
| | 2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof. |
| | 2.4 The term Btu shall mean British Thermal Unit. |
| | 2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays. |
| | 2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s). |
| | 2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute. |
| | 2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made. |
| | 2.9 The term Delivery Point shall mean (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point; (b) where Company has adequate capacity; (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others. |
| | 2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point. |
| | 2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point. |
| | The Exhibit A |
| | (a) will contain specified information as described in Section 4 herein; |
| | (b) will require signed acknowledgement of the Shipper and the End-use Customer; and |
| | (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company. |
| | 2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane. |
| | 2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company. |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|---|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33854 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 3.6.1.1 A copy of Shipper's most recent audited financial statements; | | |
| | 3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form; | | |
| | 3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and 3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis. | | |
| | 3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6: | | |
| | 3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction. | | |
| | 3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity. | | |
| | 3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent. | | |
| | 3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company: | | |
| | (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ; | | |
| | (b) a standby irrevocable letter of credit acceptable to Company; or | | |
| | (c) a guarantee by a person or another entity which does satisfy Company's credit criteria. | | |
| | 4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT | | |
| | 4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point. | | |
| | 4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section. | | |
| | 4.3 All approved Shippers must submit an Exhibit A for any of the following: | | |
| | 4.3.1 A request to initiate transportation service at a specified Delivery Point; | | |
| | 4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement; | | |
| | 4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or | | |
| | 4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms. | | |
| | 4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information: | | |
| | 4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives; | | |
| | 4.4.2 Gas Quantities: | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 33854 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT

| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> |
|----------------------|--|
| 4.4.2.1 | The MDQ; |
| 4.4.2.2 | The Initial Contract Demand (CD), as defined in the applicable Rate Schedule |
| 4.4.3 | The Receipt Point(s) and Delivery Point(s); |
| 4.4.4 | Term of Service |
| 4.4.4.1 | Shipper or potential Shipper must request an initial minimum term of one year to initiate service; |
| 4.4.4.2 | Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals. |
| 4.4.5 | Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices; |
| 4.4.6 | Upstream Pipeline Contact Information for Confirmations |
| 4.4.7 | Indexes: |
| 4.4.7.1 | Applicable Monthly Index; |
| 4.4.7.2 | Applicable Index Adder; and |
| 4.4.7.3 | Applicable Daily Index |
| 4.4.8 | Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer. |
| 4.5 | Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof. |
| 4.6 | The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service. |
| 4.7 | Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities. |
| 4.8 | Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper. |
| 5. | SCHEDULING AND NOMINATIONS |
| 5.1 | Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is: <ul style="list-style-type: none"> (A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month; (B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or (C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point. |
| 5.2 | Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures. |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 33854 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | 6. APPLICATION OF GENERAL TERMS AND CONDITIONS | | |
| | 6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders. | | |
| | 6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein. | | |
| | 6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas. | | |
| | 7. RECEIPT OF GAS FOR TRANSPORT | | |
| | 7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company. | | |
| | 7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. | | |
| | 8. WARRANTY OF TITLE | | |
| | 8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities. | | |
| | 9. UNACCEPTABLE QUANTITIES | | |
| | 9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales customers or that exceeds the available capacity of Company's facilities. | | |
| | 10. GAS TRANSPORTED BY COMPANY | | |
| | 10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company. | | |
| | 10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service. | | |
| | First Revised Terms & Conditions Replaces Original T-90, T-91 & T-92 Effective 07-11-2019 Terms & Conditions | | |
| RATE ADJUSTMENT PROVISIONS: | | | |
| None | | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

RRC COID: 6263 **COMPANY NAME: CENTERPOINT ENERGY ENTEX****TARIFF CODE: DT** **RRC TARIFF NO: 33854****DELIVERY POINTS**

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 194 | D | MMBtu | \$.0000 | 02/01/2020 | N |

DESCRIPTION: LA PORTE, INC.

| | | |
|-----------------|-------|------------------|
| Customer | 34368 | IINFINITE ENERGY |
|-----------------|-------|------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|---|------------------------|---|-----------------------|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 34628 | |
| DESCRIPTION: Distribution Transportation | | STATUS: A | |
| OPERATOR NO: | | | |
| ORIGINAL CONTRACT DATE: | | RECEIVED DATE: 12/10/2020 | |
| INITIAL SERVICE DATE: 10/01/2020 | | TERM OF CONTRACT DATE: | |
| INACTIVE DATE: | | AMENDMENT DATE: | |
| CONTRACT COMMENT: None | | | |
| REASONS FOR FILING | | | |
| NEW FILING: Y | | RRC DOCKET NO: | |
| CITY ORDINANCE NO: | | | |
| AMENDMENT(EXPLAIN): None | | | |
| OTHER(EXPLAIN): None | | | |
| PREPARER - PERSON FILING | | | |
| RRC NO: 1182 | | ACTIVE FLAG: Y | |
| FIRST NAME: Pandy | | MIDDLE: | |
| TITLE: Reg. Data Specialist | | LAST NAME: Livingston | |
| ADDRESS LINE 1: P.O. Box 2628 | | | |
| ADDRESS LINE 2: | | | |
| CITY: Houston | | STATE: TX | |
| AREA CODE: 713 | | ZIP: 77252 | |
| PHONE NO: 207-5571 | | ZIP4: 2628 | |
| EXTENSION: | | | |
| CUSTOMERS | | | |
| CUSTOMER NO | CUSTOMER NAME | CONFIDENTIAL? | DELIVERY POINT |
| 41453 | SAM HOUSTON STATE UNIV | N | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Tnspt Terms T-91B

Continuation from Tnspt Terms T-91 A.

11. FACILITIES

11.1 For all meters being served under these General Terms for Transportation Service:

11.1.1 Company shall install, operate and maintain whatever facilities are necessary to receive gas at the Receipt Point(s). If Company agrees to provide new or additional facilities to perform services requested by Shipper, then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities. Wireless telemetering is required for service under these General Terms. Company shall install wireless telemetry equipment of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point.

11.1.2 If wireless service is not available at a specific site or location, Company shall install analog telemetry of standard make and manufacture to determine hourly and daily flow of gas at the Receipt Point. Shipper or Shipper's designee shall be responsible for installing and maintaining telecommunications lines. Should Shipper or Shipper's designee fail to maintain or repair telecommunications equipment and services required to communicate with telemetry equipment, Company shall have the right to bill Shipper for all labor, materials and other expense required to manually read the meter at whatever intervals the Company may deem necessary. In no case shall such charge be less than \$500.00 per billing period. Company shall provide Shipper with electronic notice of all analog telecommunication line outages.

11.1.3 Shipper or Shipper's designee shall install, operate and maintain at its own expense whatever facilities are necessary to safely receive and utilize gas at and beyond the Delivery Point.

11.2 Shipper or Shipper's designee shall have the right to request termination of service at a specific Delivery Point if the End-use Customer purchasing gas from Shipper at such Delivery Point fails to remit any and all amounts due to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting termination of service at such Delivery Point along with documentation that effectively demonstrates the delinquency. Company shall then terminate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to terminate service at the Delivery Point. In no case shall such charge be less than \$250.00 per service termination. Termination of service to any specific Delivery Point does not relieve Shipper of its contract obligations with Company for such Delivery Point. All standard tariff charges will continue to apply on a monthly basis through the remainder of the contract term whether or not Shipper is having gas delivered to the End-use Customer.

11.3 Shipper or Shipper's designee shall have the right to request reinstatement of service at a specific Delivery Point where service was previously terminated for non-payment by the End-use Customer if the End-use Customer purchasing gas from Shipper at such Delivery Point has remitted payment for any and all past due amounts to Shipper for the purchase of such gas. Shipper shall provide Company with an electronic statement requesting reinstatement of service at such Delivery Point along with documentation that effectively demonstrates the clearing of the delinquency or the institution of a payment plan. Company shall then reinstate service at such Delivery Point as soon as is operationally feasible. Company shall have the right to bill Shipper for all labor, materials and other expense required to reinstate service at the Delivery Point. In no case shall such charge be less than \$250.00 per reinstatement of service.

12. BALANCING

12.1 General Intent: These balancing provisions are in recognition of the fact that Company's upstream gas supply, transportation, storage and no-notice service capacity is reserved for the exclusive use by Company for transactions related to its system supply for sales customers.

12.2 Shipper shall have a general obligation to:

(i) conform its daily takes at Delivery Point(s) with its deliveries to Company at Receipt Point(s) to avoid imbalances, and (ii) when imbalances occur, to correct any such imbalances as soon as practical.

12.3 Company shall make available electronically daily imbalance information which shall notify Shipper of any imbalance under the Agreement in the current Service Month. Imbalance information shall be based on the best data then available to Company, including, but not limited to, nominations, allocations, electronic measurement data, and meter observations. The lack of provision of such information by Company shall not relieve Shipper of its obligations under these General Terms to avoid, correct or eliminate actual imbalances.

12.4 Company shall monitor the accumulation of daily imbalances by Shipper and shall have the right to take corrective action as required, to eliminate Shipper's encroachment upon upstream gas supply, transportation, storage, or no-notice service capacity held by Company for general system supply.

12.5 Daily Imbalances During Critical Period Events

12.5.1 If Shippers' deliveries and takes are not in balance during a day, or are projected to be out of balance on a future day, and if

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Company determines in its reasonable judgment that such imbalances

(i) impair Company's ability to maintain the operational integrity of its distribution system, or
(ii) adversely affect Company's cost of gas purchased for resale to its firm service sales customers, then the Company may declare a Critical Period Event. Critical Period Event can be either:

(i) an Excess Flow Event (Shipper's (deliveries exceed takes); or

(ii) a Deficient Flow Event (Shipper's takes exceed deliveries). Under this Section 12, Operational Flow Orders (OFO's) or Operational Alerts (OA's) of pipelines serving the Company shall be deemed events which impair the Company's ability to maintain the operational integrity of its distribution system; and daily and intra-day price movements of greater than fifty cents (\$0.50) per MMBtu of the Daily Price Index(es) compared to the Monthly Price Index(es) specified in the Agreement shall be deemed to adversely affect Company's cost of gas purchased for resale to its firm service sales customers.

12.5.2 Company shall notify affected Shippers verbally of the Critical Period Event and Shippers shall have a minimum of four (4) hours to bring deliveries and takes into balance, or other longer time periods as deemed applicable by the Company. If, after the specified notice period indicated in Company's notice to Shipper of the Critical Period Event, Shipper has not balanced deliveries and takes, Company shall have the right to balance receipt and deliveries of gas. Company shall not be obligated to deliver a greater volume of gas to the Delivery Point than it received at the Receipt Point for Shipper's account, as indicated by the upstream delivering pipeline, until such time as Company determines that the Critical Period Event no longer exists. An imbalance that occurs following notice of a Critical Period Event may not be carried forward for clearing during the month, but instead may, at the Company's option, be cashed out based on the Critical Period Price.

12.5.3 The Critical Period Price shall be the Applicable Daily Index specified in the Agreement or, if the Applicable Daily Index is not published for the day, the Applicable Alternative Daily Index specified in the Agreement.

12.5.4 If, on any day during a Critical Period Event, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are greater than Shipper's gas requirements at the Delivery Point, then Company can purchase such over-delivered volumes at the Receipt Point from the Shipper at the following rates per MMBtu:

- (i) the first 5% of over-delivered volumes will be cashed out at the Critical Period Price; and
- (ii) amounts greater than 5% will be cashed out at a rate equal to 50% of the Critical Period Price.

12.5.5 If, on any day during a critical situation, after the expiration of the notice period, the Shipper delivers to Company volumes of gas that are less than the Shipper's gas requirements at the Delivery Point, then Company may require Shipper to purchase such deficiency at the Delivery Point from Company at the following rates per MMBtu. The first 5% of under-delivered volumes will be cashed out at the Critical Period Price. Amounts greater than 5% will be cashed out at a rate equal to 150% of the Critical Period Price for the day in which the deficiency occurred.

12.6 Multi-day Imbalances

12.6.1 For any multi-day period measured from the beginning of the first day of the month where a cumulative imbalance is equal to or greater than 5% of the projected redeliveries for the Service Month, Company may at its option, eliminate, through an intra-month cash-out action, all or part of said cumulative imbalance. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number days in the Service Month. The cash-out price applicable to such intra-month cash-out transactions shall be equal to 50% of the Critical Period Price for cash-out purchases by Company from Shipper and 150% of Critical Period Price for cash-out purchases required of Shipper from Company. As a prerequisite to any such intra-month cash-out action, Company shall warn Shipper during the Business Day prior to the day on which the Company projects Shipper will be in violation of the 5% threshold, based on the information available to Company at the time said warning is issued. Once such warning is issued to Shipper in any Service Month, no additional warnings from Company will be required during that same Service Month, prior to an intra-month cash-out action by Company on Shipper's then cumulative imbalance.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

12.6.2 Company shall not be obligated to do the following under any circumstances:

- (i) deliver more gas to Shipper during any given day or month than it shall have received at the Receipt Point for the account of Shipper during said period; or
- (ii) to receive at the Receipt Point or deliver at the Delivery Point during any given Day a total quantity of gas in excess of the MDQ plus lost and unaccounted for gas.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

12.6.3 Shipper will be responsible for its allocable share of any incremental costs associated with Company's upstream transportation, storage, or no-notice services attributable to nomination and scheduling activities of Shipper, including but not limited to incremental overrun charges, commodity charges, daily demand charges, and penalties. The responsibility provided for herein shall not relieve Shipper of its obligations under these General Terms or the tariffs of Company's upstream service providers to avoid, correct or eliminate nomination or scheduling errors.

12.7 Monthly Imbalances

12.7.1 At the end of each Service Month, remaining Shipper imbalances shall be cashed out. To the extent Shipper owes natural gas volumes to Company (deliveries exceeded volumes received by Company), Shipper will purchase said volumes from Company at the percentage of applicable cash-out price described below. To the extent Company owes natural gas volumes to Shipper (volumes received exceeded volumes delivered by Company), Company will purchase said volumes from Shipper at the applicable percentage of the cash-out price described below. Overage Underage Imbalance Level The Company Pays Shipper the Following Percentage of the Cash-Out Price Shipper Pays the Company the Following Percentage of the Cash-Out Price From 0% to 5% 100% 100% From 5% to 10% 80% 120% From 10% to 15% 70% 130% From 15% to 20% 60% 140% Greater than 20% 50% 150%

12.7.2 In the event of an Overage, the Cash Out Price shall be the Cash-out Index specified in the Agreement. In the event of an Underage, the Cash Out Price shall be Cash-out Index plus an Adder as specified in the Agreement.

12.8 Company in its sole discretion, upon ten (10) days written notice to Shipper, may change the Cash-out Index, Adder, Applicable Daily Index or Applicable Alternative Daily Index effective in the Agreement. Any such change will be applied to imbalances prospectively.

12.9 Effect of Reliance on Incomplete or Inaccurate Data. Imbalances caused by Shipper's reliance on imbalance data that differ materially from subsequently corrected data will be assumed to fall into the 0% to 5% range and the Cash Out Price shall be the Cash Out Index specified in the Agreement.

13. BILLING AND PAYMENT

13.1 Company shall invoice Shipper as near to the 15th day of each month (Billing Date) as is operationally feasible for transportation during the preceding month and for any other applicable charges. If the actual quantity delivered is not known by the Billing Date, billing shall be prepared based on the quantity nominated by Shipper or Company's estimate. The invoiced quantity shall then be adjusted to the actual quantity on the following month's billing or as soon thereafter as actual delivery information is available.

13.2 Shipper shall remit the amount due under Section 13.1 no more than five (5) days after receipt of Company's invoice (Payment Date) in immediately available funds. If the Payment Date is not a Business Day, payment is due on the next Business Day following that date.

13.3 If Shipper, in good faith, disputes the amount or any part of such invoice, then Shipper shall pay such amount as it concedes to be correct; provided, however, if Shipper disputes the amount due, it must provide Company with written notice of the basis for the disputed amount and supporting documentation acceptable in natural gas industry practice to support the amount paid and the amount disputed. In the event the parties are unable to resolve such dispute, either party may pursue any remedy available at law or in equity to enforce its rights pursuant to this Section.

13.4 If Shipper fails to remit the full amount payable when due, interest on the unpaid portion shall accrue from the date due until the date of payment at a rate equal to the lower of

- (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus one percent (1%) per annum; or
- (ii) the maximum applicable lawful interest rate.

13.5 Company and Shipper shall have the right, at their own expense, upon reasonable notice at reasonable times, to examine and audit and to obtain copies of the relevant portion of the books, records, and telephone recordings of the other party only to the extent reasonably necessary to verify the accuracy of any statement, charge, payment, or computation made under the Agreement. All invoices and billings shall be conclusively presumed final and accurate and all associated claims for under payments or overpayments shall be deemed waived unless such invoices or billings are objected to in writing, with adequate explanation and/or documentation, within two (2) years after the month of gas delivery. All retroactive adjustments under this Section shall be paid in full by the party owing payment within thirty (30) days of notice and substantiation of such inaccuracy.

14. ASSURANCE OF PERFORMANCE

If Company has commercially reasonable grounds for insecurity regarding the performance of any obligation under the Agreement or these General Terms (whether or not then due) by Shipper (including, without limitation, the occurrence of a material change in the creditworthiness of Shipper or its guarantor or credit support provider), Company may demand Adequate Assurance of Performance.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

Adequate Assurance of Performance means Shipper's provision of Credit Support Obligation(s) or additional Credit Support Obligation(s) in a form, amount and for the term reasonably acceptable to Company. Credit Support Obligation(s) means Shipper's obligation(s) to provide or establish credit support for, or on behalf of, Company such as an irrevocable standby letter of credit, a margin agreement, a prepayment, a security interest in an asset, a performance bond, guaranty, or other good and sufficient security of a continuing nature acceptable to Company.

15. EVENT OF DEFAULT AND EARLY TERMINATION

15.1 In the event (each an Event of Default) Shipper or its guarantor shall:

15.1.1 Make an assignment or any general arrangement for the benefit of creditors;

15.1.2 file a petition or otherwise commence, authorize, or acquiesce in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or have such petition filed or proceeding commenced against it;

15.1.3 otherwise become bankrupt or insolvent (however evidenced);

15.1.4 be unable to pay its debts as they fall due;

15.1.5 have a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets;

15.1.6 fail to perform any obligation to the Company with respect to any Credit Support Obligation(s) relating to the Contract;

15.1.7 fail to give Adequate Assurance of Performance under Section 14 within forty-eight (48) hours but at least one Business Day of a written request by Company;

15.1.8 not have paid any amount due the Company hereunder on or before the second Business Day following written notice that such payment is due; or

15.1.9 consolidate or amalgamate with, or merge with or into, or transfer all or substantially all of its assets to, another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting surviving, or transferee entity fails to assume all the obligations of Shipper under the Agreement or these General Terms or the resulting, surviving or transferee entity's credit is materially weaker as determined by the Company acting in good faith and in a commercially reasonable manner; then Company shall have the right, at its sole election and upon written notice, to immediately withhold and/or suspend deliveries or payments and/or to terminate the Agreement in addition to any and all other remedies available hereunder. Company reserves all rights, set-offs, counterclaims, and any defenses to which it may be entitled.

15.2 If an Event of Default has occurred and is continuing, Company shall have the right, by notice to Shipper, to designate a day, no earlier than the day such notice is given and no later than twenty (20) days after such notice is given, as an early termination date (the Early Termination Date) for the termination all of Company's obligations to transport gas under the Agreement (collectively, the Terminated Obligations). On the Early Termination Date, all transportation of natural gas hereunder shall cease.

15.3 As of the Early Termination Date, Company shall determine the following, in good faith and in a commercially reasonable manner: (A) the amount owed (whether or not then due) for all gas transported by Company under Terminated Obligations on and before the Early Termination Date and all other applicable charges relating to such transportation, including but not limited to amounts due Company under to Section 12 hereof.

15.4 As soon as practicable, Company shall invoice Shipper for the amounts due to Company under this Section 15. Shipper shall pay the invoice amount by the close of business on the second Business Day following such the date of the invoice, which date shall not be earlier than the Early Termination Date. Interest on any unpaid portion of the invoice shall accrue from the date due until the date of payment at a rate equal to the lower of (i) the then-effective prime rate of interest published under Money Rates by The Wall Street Journal, plus two percent (2%) per annum, or (ii) the maximum applicable lawful interest rate.

16. LIMITATIONS OF LIABILITY AND FORCE MAJEURE**16.1 Limitations of Liability**

16.1.1 Full or partial interruption of gas deliveries during the term of this Contract due to acts of God, the elements, requirements for residential and other uses declared superior to Shipper's use by law, order, rule or regulation (Law), damage to Company's pipes or equipment or to other causes or contingencies beyond the control of Company shall not be cause for termination of the Agreement or the basis for any claims. Delivery and receipt of gas under the Agreement shall be resumed whenever any such cause or contingency ends.

16.1.2 FOR BREACH OF ANY PROVISION OR EVENT OF DEFAULT FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS,

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|------------------------|--|--|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 34628 | |
| CURRENT RATE COMPONENT | | | |
| RATE COMP. ID | DESCRIPTION | | |
| | <p>SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY. A PARTY'S LIABILITY HEREUNDER SHALL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, A PARTY'S LIABILITY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY. SUCH DIRECT ACTUAL DAMAGES SHALL BE THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. UNLESS EXPRESSLY PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE. IT IS THE INTENT OF THE PARTIES THAT THE LIMITATIONS IMPOSED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ON REMEDIES AND THE MEASURE OF DAMAGES BE WITHOUT REGARD TO THE CAUSE OR CAUSES RELATED THERETO, INCLUDING THE NEGLIGENCE OF ANY PARTY, WHETHER SUCH NEGLIGENCE BE SOLE, JOINT OR CONCURRENT, OR ACTIVE OR PASSIVE. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, OR OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT AND THE DAMAGES CALCULATED UNDER SUCH AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS CONSTITUTE A REASONABLE APPROXIMATION OF THE HARM OR LOSS INCURRED. 16.1.3 EXCEPT AS OTHERWISE PROVIDED UNDER THE AGREEMENT, APPLICABLE RATE SCHEDULE OR THESE GENERAL TERMS, SHIPPER EXPRESSLY AGREES TO PROTECT, DEFEND, INDEMNIFY, AND SAVE COMPANY, ITS OFFICERS, DIRECTORS, AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL LOSS, DESTRUCTION, OR DAMAGE TO PROPERTY (INCLUDING BUT NOT LIMITED TO PROPERTY OF COMPANY, SHIPPER, OR ANY THIRD PARTY) AND ANY AND ALL CLAIMS, DEMANDS, AND COURSES OF ACTION OF EVERY KIND AND CHARACTER, WITHOUT LIMIT AND WITHOUT REGARD TO THE CAUSE OR CAUSES OR THE NEGLIGENCE OF ANY PARTY OR PARTIES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE GAS OR THE TRANSPORTATION OF GAS UNDER THE TRANSPORTATION SERVICE AGREEMENT, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS AND EMPLOYEES. SHIPPER SHALL ON COMPANY'S REQUEST, DEFEND ANY SUIT ASSERTING A CLAIM COVERED BY THIS INDEMNITY. SHIPPER SHALL PAY ALL COSTS THAT MAY BE INCURRED BY COMPANY IN ENFORCING THIS INDEMNITY, INCLUDING ALL REASONABLE ATTORNEY'S FEES.</p> | | |
| | 16.2 Force Majeure | | |
| | 16.2.1 Suspension of Performance. In the event either party is rendered unable, wholly or in part, by an event of force majeure to carry out its obligations under any Transportation Service Agreement, except the obligation to pay monies due under such Agreement, on such party's giving notice and reasonably full particulars of such event of force majeure, in writing or by fax, to the other party within a reasonable time after the occurrence of the cause relied on, the obligations of the party giving such notice, so far as they are affected by such event of force majeure, will be suspended during the continuance of any inability so caused, but for no longer period, and such cause will, so far as possible, be remedied with all reasonable dispatch. | | |
| | 16.2.2 Definition of Force Majeure. The term force majeure as used herein, means acts of God; strikes, lockouts, or other industrial disturbances; acts of terrorism, acts of the public enemy, wars, blockades, insurrections, civil disturbances, riots, and epidemics; landslides, lightning, earthquakes, fires, storms, tornadoes, hurricanes, floods, and washouts; arrests, orders, directives, restraints, and requirements of the government and governmental agencies, either federal or state, civil or military; any application of governmental conservation or curtailment rules and regulations; explosions, breakage, or accident to machinery or lines of pipe; shutdowns of lines of pipe for inspection, maintenance, or repair; freezing of lines of pipe; and any other causes, whether of the kind enumerated or otherwise, not reasonably within the control of the party claiming suspension. The settlement of strikes or lockouts will be entirely within the discretion of the party having the difficulty, and the above referenced reasonable dispatch will not require the settlement of strikes or lockouts by acceding to the demand of the opposing party when such course is, or is deemed to be, inadvisable or inappropriate in the discretion of the party having the difficulty. | | |
| | 16.2.3 Balancing Obligations Remain. Notwithstanding the foregoing, an event of force majeure will in no way terminate Shipper's obligation to balance quantities of gas under the applicable Agreement or make payment for quantities delivered prior to such event of force majeure. Second Revised Terms & Conditions | | |
| | Replaces Original T-90, T-91 & T-92 Effective 06-18-2020 Terms & Conditions | | |
| PSIF-14 | PIPELINE SAFETY INSPECTION FEE: Pipeline Safety Inspection Fee pursuant to Texas Utilities Code 121.211. The 2020 Pipeline Safety Fee is a one-time customer charge per bill \$1.03, based on \$1.00 per service line. Collected from April 1, 2020 to April 30, 2020. | | |
| T-91 E | CENTERPOINT ENERGY ENTEX TRANSPORTATION SERVICE BEAUMONT/EAST TEXAS DIVISION | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | | | |
|-------------------------------|--|---|--|
| RRC COID: 6263 | | COMPANY NAME: CENTERPOINT ENERGY ENTEX | |
| TARIFF CODE: DT | | RRC TARIFF NO: 34628 | |
| CURRENT RATE COMPONENT | | | |
| <u>RATE COMP. ID</u> | <u>DESCRIPTION</u> | | |
| | RATE SCHEDULE NO. T-91 E | | |
| | AVAILABILITY | | |
| | Service under this Rate Schedule shall be available only for transportation and delivery of natural gas to an End-use Customer where natural gas is tendered for delivery to CENTERPOINT ENERGY ENTEX (herein Company) at existing city gate stations or other facilities of adequate capacity and suitable pressure in areas identified in Company's Texas Rate Book. | | |
| | APPLICATION | | |
| | This Rate Schedule is applicable to gas transportation service, where | | |
| | (a) a written Transportation Service Agreement and Exhibit A (hereinafter Agreement) have been executed between Company and a Shipper; | | |
| | (b) Shipper has arranged for delivery of natural gas to Company at a Receipt Point acceptable to Company in its sole discretion; | | |
| | (c) Company redelivers an equivalent quantity of gas to a Delivery Point or Delivery Points in Company's Beaumont/East Texas or South Texas Divisions, as defined in the contract contemplated hereby, | | |
| | (d) where the actual consumption at the Delivery Point or Delivery Points will be, based on Company's best estimate, at least 10 MMBtu per day, and | | |
| | (e) Company does not take title to or own the gas so transported. | | |
| | DEFINITIONS | | |
| | For definitions of terms contained in this Rate Schedule, see the General Terms and Conditions for Transportation Service (General Terms) contained in Company's Texas Rate Book for this Rate Schedule. | | |
| | NET MONTHLY RATE | | |
| | (A) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 10 MMBtu and less than 50 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$315.45; | | |
| | (ii) Administrative Charge @ \$14.0000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge First 750 MMBtu @ \$0.6000/MMBtu Next 750 MMBtu @ \$0.4000/MMBtu Over 1,500 MMBtu @ \$0.2000/MMBtu | | |
| | (iv) Payments to Government Authorities, as defined herein. | | |
| | (B) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 50 MMBtu and less than 100 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$1,140.45; | | |
| | (ii) Administrative Charge @ \$6.5000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge @ \$0.1500/MMBtu | | |
| | (iv) Payments to Government Authorities, as defined herein. | | |
| | NET MONTHLY RATE (cont'd) | | |
| | (C) Effective with all bills calculated on and after July 11, 2019, the Net Monthly Rate for gas transported under this Rate Schedule for all gas transported and delivered to the facilities of an End-use Customer with a CD, as defined herein, greater than or equal to 100 MMBtu during a billing period shall be equal to the sum of: | | |
| | (i) Customer Charge @ \$1,140.45; | | |
| | (ii) Administrative Charge @ \$5.5000/MMBtu of Contract Demand, as defined herein; | | |
| | (iii) Distribution Charge @ \$0.1000/MMBtu (iv) Payments to Government Authorities, as defined herein. | | |
| | CONTRACT DEMAND | | |
| | Each individually metered point of delivery or aggregated points of delivery shall have a Contract Demand (CD) calculated in MMBtu and equal to the higher of: | | |
| | (i) The Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30, 2018 for all gas consumed; a. for individually metered points of delivery or aggregated points of delivery that have at least twelve (12) months of gas consumption but less than sixty (60) months of gas consumption, the Initial CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the | | |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

period in which the point(s) have been consuming natural gas and will be updated annually every July 1 until there is a history of sixty (60) months of gas consumption; b. for individually metered points of delivery or aggregated points of delivery that have gas consumption measured in Mcf but do not have gas consumption measured in MMBtu, the MMBtu for those months that were measured in Mcf only shall be calculated by multiplying each month's measured Mcf by an assumed Btu factor of 1.025; c. for individually metered points of delivery or aggregated points of delivery that are new to the distribution system and have no current gas consumption, the Initial CD shall be specified in the initial Exhibit A, as described in the Company's General Terms and Conditions for Transportation Service for this Rate Schedule; d. for individually metered points of delivery or aggregated points of delivery that experience an operational change that materially affects the level of natural gas usage by the individually metered point of delivery or aggregated points of delivery; then a new Initial CD shall be calculated taking into account those operational changes; such Initial CD shall remain in effect until the individually metered points of delivery or aggregated points of delivery have at least twelve (12) months of measured MMBtu under the new level of natural gas usage;

(ii) Beginning July 1, 2019 and each July 1 thereafter, the Replacement CD shall equal the average daily usage of the individually metered point of delivery or aggregated points of delivery for the sixty (60) month period ended June 30 of the most recent calendar year available. The Replacement CD will not become effective until the Initial CD calculation of the individually metered point of delivery or aggregated points of delivery includes sixty (60) months of measured MMBtu.

(iii) In no instance shall the Initial CD or the Replacement CD be less than 10 MMBtu.

ANNUAL RATE ADJUSTMENT

The Customer Charges in this rate schedule may be adjusted annually to recover the cost of changes in investment in service for gas utility services. The annual adjustment will be the same as any annual incremental change in the Customer Charge for General Service Large Volume Sales customers in the CenterPoint Energy Operating Division in which the individually metered point of delivery or aggregated points of delivery are located.

EQUIVALENT QUANTITY OF NATURAL GAS

The term Equivalent Quantity of Natural Gas shall mean that quantity of natural gas in MMBtu which is thermally equivalent to the quantity of gas delivered or caused to be delivered by the Shipper to Company on any one day, less a quantity of natural gas equal to two percent (2%) of the quantity of natural gas delivered by Shipper to the Receipt Point for line loss and shrinkage when the Shipper is located downstream of a city gate meter station. No line loss or shrinkage will be retained by Company when the Shipper is located downstream of a farm tap meter station.

PAYMENTS TO GOVERNMENTAL AUTHORITIES

In addition to the amounts provided for above, Shipper shall reimburse Company for all Payments to Governmental Authorities paid by Company with respect to the transportation service and any other service provided under the Agreement, or which may be related to any associated facilities involved in the performance of the Agreement. If any Payment to a Governmental Authority is based upon the value of or price paid by an end-use customer receiving gas transported under the Agreement, then Shipper will notify Company of the price paid by such end-use customer to enable Company to calculate and pay all such fees and taxes to appropriate governmental authorities in a timely manner. If Shipper fails or refuses to notify Company of the purchase price of such gas within thirty (30) days from the date the related transportation service is provided, then Company will estimate the purchase price of such gas and make such payments to the governmental authority, and Company shall be reimbursed by Shipper for such amounts. In any event, Shipper will indemnify Company for, and hold Company harmless from, any and all claims, demands, losses, or expenses, including attorneys' fees, which Company may incur as a result of Shipper's failure or refusal to disclose the purchase price of gas transported under the Agreement.

OTHER CHARGES

Service under this Rate Schedule may be subject to additional charges as specified in the General Terms. These charges include, but are not limited to, charges related to analog telemetering service, discontinuance of transportation service, re-institution of transportation service and imbalances.

BILLING AND PAYMENT

Company's invoices will be based on the quantity of MMBtu delivered by Company at each Delivery Point. Such bills shall be rendered promptly after the close of each billing period and shall be paid within five (5) days after the date the invoice is rendered. Company shall have the right to bill Shipper each month on the basis of nominated quantities or estimated quantities, provided that adjustments shall be made to such quantities in subsequent months' billings based on actual quantities delivered. Past due amounts shall bear interest from the due date until paid at the rate specified in the General Terms. Upon an Event of Default, as defined in the General Terms, Company may suspend receipt and delivery of gas until Shipper has paid all past due amounts owed Company and has made credit arrangements satisfactory to Company.

NATURAL GAS ACT

Company shall not be obligated to transport any gas under this schedule if such transportation would render Company, in Company's

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-------------------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
| CURRENT RATE COMPONENT | |
| <u>RATE COMP. ID</u> | <p data-bbox="284 321 1508 352"><u>DESCRIPTION</u></p> <p data-bbox="284 352 1508 384">sole determination, a Natural Gas Company under the Natural Gas Act, 15 U.S.C. Section 717 et seq.</p> <p data-bbox="284 384 1508 415">WRITTEN SERVICE AGREEMENT</p> <p data-bbox="284 415 1508 531">Service under this Rate Schedule shall be available only pursuant to a written Agreement between Company and Shipper, which provides, inter alia, that Shipper agrees to the abandonment of the service contemplated hereunder by Company on the date said contract expires.</p> <p data-bbox="284 531 1508 562">CURTAILMENT</p> <p data-bbox="284 562 1508 762">In the event of curtailment by Company of Company's customers, Company shall curtail deliveries to the facilities of the End-use Customer (without any liability to Shipper for damages or otherwise) at the Delivery Point in the same manner as Company's end-use customers of the same classification based on Company's then prevailing curtailment schedule. Company shall not curtail deliveries hereunder unless such curtailment will benefit Company's higher priority customers; provided, however, if any governmental or regulatory authority having jurisdiction over Company or its curtailment plan, by rule or order, establishes some other curtailment priority schedule or plan for Company, then Company shall comply with such rule or order (without any liability to Shipper for damages or otherwise).</p> <p data-bbox="284 762 1508 793">MEASUREMENT</p> <p data-bbox="284 793 1508 930">The upstream pipeline shall establish proper methods of measurement at the Receipt Point. Measurement at the Delivery Point shall be in accordance with the General Terms. Volumes received at the Receipt Point and delivered at the Delivery Point will be adjusted to reflect Company's lost and unaccounted for gas and fuel as established by the Company from time to time for the Receipt Point and Delivery Point set forth in the Agreement and the General Terms.</p> <p data-bbox="284 930 1508 961">GENERAL TERMS AND CONDITIONS</p> <p data-bbox="284 961 1508 1045">Service under the Rate Schedule is furnished in accordance with the Company's General Terms and Conditions for Transportation Service, as amended from time to time.</p> <div data-bbox="284 1045 1508 1077"> <div>Original Rate Schedule T-91 E</div> <div>Replaces Rate Schedule T-91</div> <div>Effective 07-11-19</div> </div> <p data-bbox="284 1077 1508 1171">Tnspt Terms T-91A CENTERPOINT ENERGY ENTEX GENERAL TERMS AND CONDITIONS FOR TRANSPORTATION SERVICE RATE SCHEDULES T-90, T-91 & T-92</p> <p data-bbox="284 1171 1508 1203">1. APPLICABILITY</p> <p data-bbox="284 1203 1508 1318">1.1 These General Terms and Conditions for Transportation Service (General Terms) apply to service requested from or provided by CENTERPOINT ENERGY ENTEX (Company) under the following Rate Schedule(s): Rate Schedule T-90 H-20 and T-90 C-20 Rate Schedule T-91 E and T-91 S-20 Rate Schedule T-92 H-20, T-92 C-20, T-92 E, and T-92 S-20</p> <p data-bbox="284 1318 1508 1350">2. DEFINITIONS</p> <p data-bbox="284 1350 1508 1434">2.1 The term Agreement or Transportation Service Agreement shall mean the written agreement for transportation service between Company and the Shipper.</p> <p data-bbox="284 1434 1508 1507">2.2 The term annual volume limitation or AVL means the maximum MMBtu which the Company shall be obligated to deliver during the service year consisting of twelve consecutive billing periods specified in Agreement.</p> <p data-bbox="284 1507 1508 1581">2.3 The term applicable index shall be the reference price used for computation of imbalance cash outs under Section 12 as specified by Company in the Agreement tendered to Shipper pursuant to Sections 3 and 4 hereof.</p> <p data-bbox="284 1581 1508 1612">2.4 The term Btu shall mean British Thermal Unit.</p> <p data-bbox="284 1612 1508 1644">2.5 The term Business Day means any day except Saturday, Sunday, or Federal Reserve Bank holidays.</p> <p data-bbox="284 1644 1508 1728">2.6 The term Company's applicable weighted average cost of gas shall mean the weighted average cost of gas per unit sold as billed to Company's residential and commercial customers in the same jurisdiction as the Shipper's End-use Customer(s).</p> <p data-bbox="284 1728 1508 1801">2.7 The term cubic foot shall mean the volume of gas which occupies one (1) cubic foot when said gas is at a temperature of sixty degrees (60 degrees) Fahrenheit, and at a pressure of 14.65 pounds per square inch absolute.</p> <p data-bbox="284 1801 1508 1875">2.8 The term day or daily shall mean a period of twenty-four (24) consecutive hours, beginning and ending as near as practicable to 9:00 a.m., Central Clock Time, at the point at which delivery of gas is made.</p> <p data-bbox="284 1875 1508 1906">2.9 The term Delivery Point shall mean</p> |

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

- (a) a single facility of an End-use Consumer situated at only one location or at immediately contiguous locations served by one or more meters downstream of the Receipt Point;
 (b) where Company has adequate capacity;
 (c) where the actual consumption of such facility will be in accordance with the consumption requirements of the applicable Rate Schedule; and
 (d) the natural gas redelivered is for ultimate consumption at such facility and not for resale or sharing with others.

2.10 The term End-use Customer shall mean the person or entity who owns the facilities receiving gas redelivered by Company at the Delivery Point.

2.11 The term Exhibit A shall mean a formal written request by the Shipper to establish or amend transportation service at a specified Delivery Point.

The Exhibit A

- (a) will contain specified information as described in Section 4 herein;
 (b) will require signed acknowledgement of the Shipper and the End-use Customer; and
 (c) will be a binding commitment and addendum to the Transportation Service Agreement by and between Shipper and Company.

2.12 The term gas or natural gas shall mean any mixture of hydrocarbons and noncombustible gases in a gaseous state consisting primarily of methane.

2.13 The term gas supply as it relates to purchased gas costs shall mean the charge for the product known as natural gas, and does not include any charges associated with delivery of the product by Company or any supplier pipeline of the Company.

2.14 The term imbalance shall mean the difference in the MMBtus of natural gas which Shipper takes at the Delivery Point and the MMBtus which Shipper provides for transportation at the Receipt Point, net of lost and unaccounted for gas and fuel, if any, specified in the Agreement.

2.15 The term Maximum Daily Quantity or MDQ shall mean the total maximum MMBtu which Company shall be obligated to receive or deliver on a firm basis on any given day on behalf of customer.

2.16 The term Maximum Hourly Quantity or MHQ shall mean the maximum MMBtu Company is obligated to deliver or receive for customer's account in any single hour. Company shall not be obligated to agree to a maximum hourly quantity greater than 1/15 of the MDQ.

2.17 The term Mcf shall mean one thousand (1,000) cubic feet of gas. The term MMBtu shall mean one million (1,000,000) Btu's.

2.18 The term month, Service Month, or monthly shall mean the period beginning at 9:00 a.m., Central Clock Time, on the first day of the calendar month and ending on to 9:00 a.m. Central Clock Time, on the first day of the next succeeding calendar month.

2.19 The terms Payments to Governmental Authorities or a Payment to a Governmental Authority, as used herein, means all taxes or fees levied upon and/or paid by Company [other than ad valorem, capital stock, income or excess profit taxes (except as provided herein)], including, but not limited to, municipal franchise fees, and street and alley rental fees set out in franchise ordinances, street crossing agreements, or licenses. Such terms also include any other taxes, fees, or charges levied, assessed, or made by any governmental authority on the revenue received by Company or the volume transported by Company under any Transportation Service Agreement, or the act, right, or privilege of selling, transporting, handling, or delivering gas. Such taxes or fees may be based upon the quantity, volume, heat content, value, sales price of the gas, purchase price of the gas, transportation fee payable under any Transportation Service Agreement, and include any other fee, charge, cost reimbursement, tax reimbursement, or payment under any agreement, including any applicable federal income tax imposed as a result of the reimbursement of the cost of the installation of facilities and equipment at the Delivery Point(s) or Receipt Point(s) under the terms of the applicable Transportation Service Agreement.

2.20 The term Receipt Point shall mean the point or points specified in the Agreement where Company agrees to receive gas for transportation for the account of a Shipper.

2.21 The term Shipper shall mean the person or entity designated as the Shipper in a Transportation Service Agreement executed by Company.

2.22 The term year or service year shall mean a period of three hundred sixty-five (365) consecutive days beginning on the date specified in the Agreement for the commencement of the term of service or any anniversary thereof; provided, however, that any year which contains a date of February 29, shall consist of three hundred sixty-six (366) consecutive days.

3. APPLICATION FOR SERVICE

3.1 Upon request of Shipper, Company shall offer the requesting Shipper a Transportation Service Agreement in a form acceptable to Company.

3.2 Unless waived by Company, a Shipper's submitted request for service and Transportation Service Agreement shall be null and void

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

if the Shipper fails to execute and return to Company the tendered Transportation Service Agreement within thirty (30) days after such has been tendered to Shipper by Company for execution.

3.3 Execution of a Transportation Service Agreement by Shipper means that Shipper agrees to abide by the terms of the Transportation Service Agreement, the terms of the applicable rate schedule(s), including these General Terms as amended from time to time, and any other policies, rules or regulations incorporated into the Transportation Service Agreement either directly or by reference.

3.4 Shipper or potential Shipper must agree to an initial minimum term of one year under any Transportation Service Agreement.

3.5 Unless waived by Company, Shipper or potential Shipper must agree to bear the supply-related cost/credit shifts or additional costs/credits, if any, directly resulting from the conversion of an End-use Customer from natural gas service with Company to natural gas service with the Shipper or potential Shipper, including existing pipeline commitments, existing gas supply costs, and additional administrative costs. The Company shall maintain adequate records to demonstrate such costs and to substantiate that this result has been achieved, and shall make such information available to the Shipper upon request. Company shall provide a good faith estimate of such costs/credits based upon representations made by the Shipper as to End-use Customer usage, demand, timing and other factors upon request of the Shipper or potential Shipper.

3.6 Acceptance of a Shipper as an approved Shipper on Company's system is contingent upon a satisfactory credit appraisal by Company.

3.6.1 Company shall perform a credit appraisal, if applicable, utilizing the following information which Shipper or potential Shipper shall furnish to Company:

3.6.1.1 A copy of Shipper's most recent audited financial statements;

3.6.1.2 A copy of Shipper's most recent twelve (12) month audited financial statement Annual Report and, if applicable, SEC 10-K form;

3.6.1.3 A list of Shipper's affiliates, including parent and subsidiaries, if applicable; and

3.6.1.4 A bank reference and two trade references. The results of reference checks must show that Shipper's obligations are being paid on a reasonably prompt basis.

3.6.2 Shipper must meet the following criteria in order to be deemed satisfactory for purposes of Section 3.6:

3.6.2.1 Shipper must not be operating under any chapter of the bankruptcy laws and must not be subject to liquidation or debt reduction procedures under state laws, such as an assignment for the benefit of creditors, or any informal creditors' committee agreement. An exception can be made for a Shipper who is a debtor in possession operating under Chapter XI of the Federal U.S. Bankruptcy Act but only with adequate assurances that the bills will be paid promptly as a cost of administration under the federal court's jurisdiction.

3.6.2.2 Shipper must not be subject to pending liquidation or judicial proceedings in state or federal courts which would cause a substantial deterioration in its financial condition or which could cause a condition of insolvency or adversely affect its ability to exist as an on-going business entity.

3.6.2.3 Shipper must have no significant outstanding collection lawsuits or judgments which would jeopardize Shipper's ability to remain solvent.

3.6.3 If a Shipper or potential Shipper fails to satisfy credit criteria, it may still obtain service hereunder if it provides one of the following to Company:

- (a) a continuing deposit equal to a minimum of 180 days service at the requested MDQ;
- (b) a standby irrevocable letter of credit acceptable to Company; or
- (c) a guarantee by a person or another entity which does satisfy Company's credit criteria.

4. EXHIBIT A - ADDENDUM TO TRANSPORTATION SERVICE AGREEMENT

4.1 A Shipper must be approved by Company and must have executed a valid Transportation Service Agreement prior to submitting an Exhibit A requesting transportation services to a specified Delivery Point.

4.2 All approved Shippers must submit an Exhibit A for each individual End-use Customer pursuant to Section 4 hereof. An Exhibit A requesting initiation of transportation service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least thirty (30) days prior to the anticipated commencement of such transportation service. An Exhibit A requesting changes in or renewal of service to a specified End-use Customer must be executed by the Shipper and the End-use Customer and submitted to Company at least fifteen (15) days prior to the anticipated change in or renewal of such transportation service. Company shall, within ten (10) Business Days after receipt of an Exhibit A, notify the Shipper in writing, or electronically via

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

the Internet, that the Exhibit A has been approved or is deficient. If Company deems the Exhibit A deficient, Shipper shall have the opportunity to resubmit a valid Exhibit A subject to the notification requirements as set for in this Section.

4.3 All approved Shippers must submit an Exhibit A for any of the following:

4.3.1 A request to initiate transportation service at a specified Delivery Point;

4.3.2 A request to increase the MDQ or CD under an existing Exhibit A to a Transportation Service Agreement;

4.3.3 A request by an existing Shipper to add new or delete existing Receipt Point(s) or Delivery Point(s) under an existing Exhibit A to a Transportation Service Agreement; or

4.3.4 A request by an existing Shipper to extend or renew an existing Exhibit A to a Transportation Service Agreement that has expired or will expire and terminate by its own terms.

4.4 An Exhibit A must be in a form acceptable to Company. Such acceptable form will be provided to the Shipper and will contain the following information:

4.4.1 Identity of Shipper - The exact legal name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact regarding the service requested. If the person or entity requesting service is acting as an agent, then the exact name and address of the agent's principal and written proof of the agency must also be established. If Shipper is represented by an agent and/or asset manager, the exact name of such parties must be provided, and Shipper must keep Company apprised as to changes in the identity of such representatives;

4.4.2 Gas Quantities:

4.4.2.1 The MDQ;

4.4.2.2 The Initial Contract Demand (CD), as defined in the applicable Rate Schedule

4.4.3 The Receipt Point(s) and Delivery Point(s);

4.4.4 Term of Service

4.4.4.1 Shipper or potential Shipper must request an initial minimum term of one year to initiate service;

4.4.4.2 Shipper may but is not required to elect evergreen terms if Shipper desires that service under the Exhibit A continue after the initial term; such evergreen periods must reflect a minimum term of one month renewals up to a maximum term of five (5) year renewals.

4.4.5 Identity of End-use Customer - the name, identification (currently Dunn's) number, mailing and street address and the name, phone number, telecopier number and e-mail address of person(s) to contact for operational and other notices;

4.4.6 Upstream Pipeline Contact Information for Confirmations

4.4.7 Indexes:

4.4.7.1 Applicable Monthly Index;

4.4.7.2 Applicable Index Adder; and

4.4.7.3 Applicable Daily Index

4.4.8 Certification may be required from an approved Shipper that it has the authority to deliver gas to Company's system for transportation to the End-Use Customer.

4.5 Acceptance of any Exhibit A is contingent upon a satisfactory credit appraisal by Company pursuant to Section 3 hereof. An Exhibit A requesting transportation services above and beyond the service levels contemplated in the initial or any subsequent credit appraisal will be contingent upon updated satisfactory credit appraisals by Company pursuant to Section 3 hereof.

4.6 The approved Shipper must provide a description and the proposed location of any facilities to be constructed or installed by any party affected by the proposed service.

4.7 Company shall promptly notify an approved Shipper if it cannot satisfy an otherwise valid request for transportation service due to inadequate capacity or facilities.

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

4.8 Company may reject any Exhibit A or limit the term of any Exhibit A requested by an approved Shipper, if Company, in its sole judgment, determines that the transportation service requested would impair the operational integrity of Company's system or adversely affect Company's existing gas purchases, sales or transportation. Company may, but shall not be required to, offer transportation service from alternate Receipt Points or at reduced MDQ, MHQ or AVL. Such alternative shall be put forth in a modified Exhibit A offered by Company to an approved Shipper.

5. SCHEDULING AND NOMINATIONS

5.1 Nominations for gas flow shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the day prior to gas flow; provided however, if a change in the nomination level is desired on a weekend or Company holiday, then nominations shall be submitted by the Shipper to Company no later than 10:00 a.m. Central Clock Time the last Business Day immediately prior to such weekend or holiday. Nominations shall be submitted via the Company's internet based nomination system. Company and the Shipper may agree on other means of submitting nominations from time to time. Nomination quantities shall be expressed in MMBtu. Company shall not be required to confirm a nomination that is:

(A) inconsistent with the recently observed deliveries or projected deliveries for the Service Month;

(B) higher than the MDQ specified in the Agreement for the applicable Delivery Point; or

(C) not confirmed by the upstream pipeline. For these purposes, the projected deliveries for the Service Month shall be equal to the arithmetic average of the number of observed deliveries within the Service Month to date multiplied by the number of days in the Service Month. Once a nomination is made and confirmed by Company, that nomination will remain in effect through the end of the month or until changed by Shipper. Company shall confirm the nominated volume to upstream pipeline transporting Shipper's gas to the Receipt Point.

5.2 Company will require Shipper to comply with the scheduling and nominating procedures as set forth in applicable upstream pipeline transportation tariffs and contracts, if any. Shipper shall be liable and shall compensate Company for any costs imposed upon Company as a result of Shipper's scheduling and nomination deviations or non-compliance with such scheduling and nominating procedures.

6. APPLICATION OF GENERAL TERMS AND CONDITIONS

6.1 Unless otherwise expressly stated, these General Terms apply to all Shippers, except insofar as they are changed by or are in conflict with any statute of the State of Texas, or valid final order of any court or the Railroad Commission of Texas, in which case such statute or order shall control to the extent that it is applicable to the Shipper(s) in question. Whenever possible, these General Terms shall be construed harmoniously with such laws or orders.

6.2 The use of transportation service shall constitute an agreement by the Shipper to utilize such service in accordance with the General Terms set forth herein.

6.3 These General Terms and all subsequently effective General Terms, may be abrogated, modified, or added to in whole or in part by Company and any such change in these General Terms shall become effective when filed with the Railroad Commission of Texas.

7. RECEIPT OF GAS FOR TRANSPORT

7.1 The Shipper must tender the gas for transportation hereunder at the Receipt Point specified in the Transportation Service Agreement at whatever pressure is necessary to effect redeliveries of the gas against the fluctuating working pressures maintained in Company's system at that Receipt Point from time to time. Company will not be obligated to accept any gas into such system for transportation that does not meet the quality specifications required to be met by Company's suppliers when delivering gas to Company for sales by Company.

7.2 Company will be responsible for installing and operating the necessary tap and measurement facilities at each Receipt Point necessary to receive and measure the gas delivered for transportation hereunder. If Company agrees to provide new or additional facilities to perform the services requested by Shipper then, upon Company's request, Shipper shall reimburse Company, or cause Company to be reimbursed, for all costs of construction, installation and/or acquisition of such facilities.

8. WARRANTY OF TITLE

8.1 Shipper shall have title to and shall warrant its title to all gas delivered to Company under the Agreement, and such gas shall be delivered to Company free and clear of all liens, claims and encumbrances. Shipper shall indemnify Company against all suits, actions, debts, accounts and damages arising out of any adverse claims to, against or in respect of such gas. Shipper shall also indemnify Company and hold it harmless from and against any and all claims, actions, suits, costs, liabilities and expenses caused by or arising out of possession or presence of such gas before it is delivered into Company's facilities.

9. UNACCEPTABLE QUANTITIES

9.1 Company shall have the right to refuse to receive at any Receipt Point or to deliver at any Delivery Point any quantity of gas that Company determines, in its reasonable judgment, will adversely affect its ability to deliver gas to human needs or other service sales

GAS SERVICES DIVISION

GSD - 2 TARIFF REPORT

| | |
|-----------------------|---|
| RRC COID: 6263 | COMPANY NAME: CENTERPOINT ENERGY ENTEX |
|-----------------------|---|

| | |
|------------------------|-----------------------------|
| TARIFF CODE: DT | RRC TARIFF NO: 34628 |
|------------------------|-----------------------------|

CURRENT RATE COMPONENT**RATE COMP. ID****DESCRIPTION**

customers or that exceeds the available capacity of Company's facilities.

10. GAS TRANSPORTED BY COMPANY

10.1 Except as may be otherwise specified elsewhere herein, the gas shall be tendered by Shipper at the Receipt Point at the working pressures maintained from time to time by Company at such point. It is recognized that gas delivered by Company at the Delivery Point may not be the same gas that Company received at the Receipt Point, and that gas delivered at the Delivery Point will meet the quality specifications applicable to gas that Company sells on its system. Company will use its best efforts, consistent with the prudent operation of its system, to deliver gas meeting such specifications but shall not be liable in damages for failure to do so. If the gas tendered by Company fails at any time to conform to any of said specifications, then the Shipper shall notify Company of such deficiency and thereupon may, at Shipper's option, refuse to accept delivery of gas pending correction by Company.

10.2 The point where responsibility for gas shall pass to Shipper after transportation by Company shall be at the outlet of Company's meter at the Delivery Point. Shipper shall provide reasonable access or ensure that reasonable access is provided to the premises at the Delivery Point for any purpose connected with this service.

Second Revised Terms & Conditions
Replaces Original T-90, T-91 & T-92
Effective 06-18-2020
Terms & Conditions

RATE ADJUSTMENT PROVISIONS:

None

DELIVERY POINTS

| <u>ID</u> | <u>TYPE</u> | <u>UNIT</u> | <u>CURRENT CHARGE</u> | <u>EFFECTIVE DATE</u> | <u>CONFIDENTIAL</u> |
|-----------|-------------|-------------|-----------------------|-----------------------|---------------------|
| 155 | D | MMBtu | \$.0000 | 10/01/2020 | N |

DESCRIPTION: HUNTSVILLE, INC.

| | | |
|-----------------|-------|------------------------|
| Customer | 41453 | SAM HOUSTON STATE UNIV |
|-----------------|-------|------------------------|

TYPE SERVICE PROVIDED

| <u>TYPE OF SERVICE</u> | <u>SERVICE DESCRIPTION</u> | <u>OTHER TYPE DESCRIPTION</u> |
|------------------------|----------------------------|-------------------------------|
| H | Transportation | |

TUC APPLICABILITY**FACTS SUPPORTING SECTION 104.003(b) APPLICABILITY**

Competition does or did exist either with another gas utility, another supplier of natural gas, or a supplier of an alternative form of energy.

I affirm that a true and correct copy of this tariff has been sent to the customer involved in this transaction.